INDIAN REMOVAL TO THE WEST, 1832–1840

Files of the Office of the Commissary General of Subsistence

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7500 Old Georgetown Road • Bethesda, MD 20814-6126

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ISBN 0-88692-741-2.

Entry 229 RESERVATION CLAIM PAPERS, 1837 - 1839

Alberty, Moses
Bryson, Andrew
Chunestootee
Cochran, John
Dick
Downing, Richard
Duncan, Charles gordon
Duncan, Edward
Elder, Moses
Eldridge, Ailses & Taylor
Foreman, Archibald
Gilbreath, Alexander
Graves, Nancy
Grubbs, Allen B.
Guerineau, Susannah
Gunter, Edward & John [see also Special File #34]
Harlan, Caty
harlan, George
Hildebrand, John
Keys, Isaac
Keys, Samuel
Keys, William
Lamar, Sally
Langley, John
Little Betty
McDaniel, Alexander
McNair, David
Merrill, Nancy & Benjamin [see also Special File #146]
Oonewastah
Otter or Cheuh
Parris, Robert
Phillips, Joseph
Pigeon
Rackley, Sarah [see also Special File #2]
Rackley, William
Raper, Jesse
Raper, Thomas
Rider, Austin
Riley, Looney
Shumaker, John [see also Special File #94 (missing)]
Sicatowee
Sixkiller
Smith, Polly

Sour John
Spears, John
Starr, Caleb
Stevens, Sutton
Stevens, Willis
Tahcustuscah
Taylor, David
Thompson, John
Toochostostah
Usqueleesquie or Squiee
Vann, Isaac
Wade, Isaac

North Carolina Reservations:

Sanders & Posey

RESERVATION CLAIM PAPERS

Entry 229

ALBERTY, Moses

BRYSON, Andrew/Bally

CHEUH/Otter
CHU NES TEE TEE
COCHRAN, John/Ailsy

DICK
DOWNING, Richard
Cecilia/Celia
DUNCAN, Charles G.
Edmund

ELDER, Moses
ELDRIDGE, Taylor/Ailsey

FOREMAN, Archibald

GILBREATH, Alexander/
Polly Brown ?
GRAVES, Nancy
GRUBB, Allen/Nelson
GUERINEAU, Susannah
GUNTER, John

HARLAN/HARLIN, Caty
George
HELDERBRAND, John
KEYS, Isaac
Samuel
William

LAMAR, James/Sally
LANGLEY, John
LITTLE BETTY

McDANIEL, Alex'r heirs
McNAIR, David

OO NE WAS TAH
OTTER/Cheuh

PARRIS, Robert
PHILLIPS, Joseph
PIGEON

RACKLEY heirs
RAPER, Jesse
Thomas
RIDER, Austin
RILEY, Looney
ROGERS, John

SIC KA TO WEE
SIX KILLER
SMITH, Polly
SOURJOHN
SPEARS, John
SQUI EE/U

STEPHENS, Sutton
Willis

TAH CUS TUS CAH
TAYLOR, David
THOMPSON, John/
Alex'r

VANN, Isaac

WADE, Isaac
WARD, Charles

Reservation

Moses Alberty

No 89

Disallowed.

106

Federation Coin
of Moses Atwell
Files 22 May 1838

Disallowed.

Decree written up.

1817 Law 10 Dec 39
Schedule attached 1819 No Coin
Enrolled 28 Feb 1839
32 11

Inquire. to come
1839

Cherokee Agency East
May the 22nd 1838

Wades Attorney respectfully shews to the Hon. Commissioners adjudicating claims under the Treaty that he is one of those who is entitled to and allowed a reservation under the Treaty of 1817

and that by location for the dam on Etowah River about one mile above Salt Rights, old Island on the unceded part of the Cherokee Country and now in Cherokee County Georgia

That he was living on the said Island at the time of said Treaty and enrollment for said reservation that at the build and completed the dam up to 1820 and up to his removal west which was about 6 or 7 years ago that he was never sold or conveyed the dam by deed or otherwise and has complied with all Treaty stipulations concerning the dam so right & practicable according to the best of his knowledge and belief and that he has never had anything & compensation for the said reservation and according to the Treaty. and the law of his enrollment is now entitled to the value of said reservation & unimproved Land, as he believes.

He prays the said Commissioners that

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a liberal adjudication be allowed him
on said claim according to justice and
the Treaty and will ever pray &c

Before me a Justice of the Peace duly appointed John Landry appeared
of the Parish and County aforesaid and after being duly sworn
deposeth and saith that he has been well acquainted with Mary Alberty at and about the
time of the treaty of 1837 He knows well where
he lived on the Etanslo road near Jack Rights
old place and that he had a very good improve-
ment there on which he lived at the time
and continued to occupy until his removal
to the West which was about 4 or 5 years
ago since which he knows no more of
the case ~~his connection therewith~~
~~upon oath~~ this 16 day of May 1838 John Landry his Mk

Witness Ellis S Harris

Levy Blackburn affirms that he also
knew the claimant Mary alberty and
knows the same about the case that
John Landry does whose statement
he confirms

Signed Levy his Blackburn Mk

May the 21st 1838
Subscribed before me
A. H. Hudson

George Welch also comes in the State-
ment of John Sandy Expecting the
Forgoing Code and declare the same
to be true.

Signed / ~~George Welch~~

May the 21st 1888. George Welch

Cherokee Agency east

Before me appeared
Johnson Allerty in person and maky oath
that he knows well where Mose Allerty
lived at the time of the treaty of 1817 and
that he continued to live on the said plan
up to the time of his removal to Arkan-
saw about 6 or 6 years ago which plan-
tation on Etowah river about a mile above
Jack Rights old plan and now in Cherokee
County Georgia He knows, that, that being the
plan where the said Mose took his reservation
and that the said Mose never did any act
that he has any knowledge of by which to
forfeit his right to the said reservation or
unimproved land.
Sworn to and subscribed before
me this 17th day of May 1838

Th W Wilson

Johnson Allerty

Bradley County } Thomas Cordry makes oath
State of Tennessee } that he was well acquainted
with Alex Allbright at and before
the Treaty of 1817 between the United States and
Cherokees and that he also knew where the said Allbright
lived and had his improvement at that time
which was on Hiwassee River on the eastern
part of the Cherokee country and near to
Jack Rights old place also that he had a very
good improvement at the said place and being
entitled to a reservation Claim he would
most undoubtedly have made that his place
of location it being a first rate place
He also sworn that he knew the said Allbright at
the said Treaty of 1817 and sworn that all the previ-
leges allowed to any other Indian also allowed to him
He further swears that the said Allbright occupied
the said place up to the time of his removal
to the West about four or five years ago & might so
can recollect at which time he accepted the
stipulations provisions and made to Arkansas
and further swears he is not
interested

Sworn to & subscribed before } Thomas his mark Cordry
me this 11th day of May 1838 }
Th W Wilson Dep }
of the Agency

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Reuben Daniel Makes oath that he is also acquainted with Mary Attuty and he knows for a long time He confirms the Statement of Thomas Cardey and further Says that he knows that the Said plan where in the Said Attuty lives on Etawah River is the plan of his ~~mouth~~ ~~Mount~~ Location for the Said reservation, and that he occupied the Said plan from the Treaty of 1817 up to his installment and removal to Okfuskee

Sworn to & subscribed before me this 11th day of May 1838
Th McKenney Com
of the Indian Affairs

Reuben Daniel

REPRODUCED AT THE NATIONAL ARCHIVES

Moses Alberty

to

John Drew

Power of Attorney.

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Know all men by these presents: That Whereas Moses Alberty, a Cherokee Indian is intitled under the Cherokee Treaty of 1817, to a reservation of land and improvements on Hightower River below the Hickory Log Town; Now Know ye that I the said Moses Alberty have nominated, constituted and appointed, and by these presents do nominate, constitute and appoint John Drew of the Cherokee Nation to be my true and lawful Attorney for me and in my name and behalf to demand and receive from the Government of the United States, such allowance or Compensation as is or may be provided, in consideration of the Cession aforesaid. And I do hereby authorize and empower the said John Drew, my Attorney as aforesaid to grant any receipt, release or Acquittance for whatever he may receive in the same manner and to the same effect that I myself could do was I personally present. And I do hereby Ratify and confirm all and whatever my said Attorney may do for me in this behalf. And further I do hereby revoke and set aside all or any power of Attorney by me made in this case; and declare this power of Attorney to be irrevocable.

In witness whereof I have hereunto set my hand and affixed my seal at Fort Gibson this 10.th day of March 1838.

Moses his + Alberty mark

Witness
H. Hoke.

Be it known to all whom it may concern that the above named Moses Alberty personally appeared before me and did acknowledge the Execution of the above power of Attorney to

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to be his act and deed for the purposes therein
Expressed.—

In Witness whereof I have hereunto set my
hand and affixed my Seal at the Cherokee
Agency, Fort Gibson this 10th day of March 1838.—

A. Hoke. Agent
for Cherokee Nation.

Reservation

Widow Bryson

No 19

Disallowed.

The Widow Bryson

Petition for
Renovation of Lands

(Disallowed.)

Widow Bryson
Renovation

No 52

Rejected 14th
December 1838
by Council

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State of North Carolina } To the Honorable Commissioners for adjusting
Macon County } Claims Under the Treaty or Treaties made
Between the Cherokee Nation And the United States Sally the widow
and Heir of Andrew Bryson dec'd —

Respectfully Petitions And remonstrates Your Honors that She is the
widow and Heir at Law of Andrew Bryson dec'd who in right
of his wife and your Petitioners took a reservation of Land under
the said Treaties of 1817 & 1819 And that She is advised and believes
She is entitled to pay for the said Reservation Under the following
circumstances, to wit) That in the Year 1817 & 1819 the said Andrew
Andrew Bryson a white man took a Reservation in right of his
wife he being the head of the Indian family he resided on the
Cowee Valley entered his name for a Reservation lying on
a small branch of Cowee Creek Tuckasegee River on which is now
Haywood County North Carolina that he the said Andrew Bryson
dec'd entered his name for a Reservation in the Office of the Indian
Agent Which Office is described in the Book of said Office
which the prayer may be taken as part of this Petition and
that he and his family were at the time and for upwards of Twelve
months prior that time resided on said Reservation And
continued to reside there on till some time in the Summer of
of 1838 that before he left his reservation the Whites had And had
taken possession of the Country generally And had actually
taken possession of all the Improved Lands And made the
Will of the said Andrew Bryson as though he had no title at
all to said Reservation And from the many threats and violence
which was used by the said Andrew Bryson had for his
own safety together with his family was forced to abandon
his Reservation and moreover on what was then the Cherokee
Territory for the white man used to dispossess the Indian Reservation
as common as they did white men own no Reservation taken
And as your Petitioner has not nor has not sold or conveyed his
Reservation to the said Andrew Bryson neither; either by
Deed or Otherwise and as your Petitioner has not parted
with an Interest either in Law or Equity And that both
in Law and Equity She is entitled to the same as She is
informed and believes And your Petitioner prays that
after Consideration of the premises that your Honors will adjudge
that She be paid for said Reservation whatever sum of money
She may be entitled to Under existing Treaties —

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And she will ever pray &c 2nd day of March 1838.

Sally her Bryson X mark (Seal)

Indian Sally the widow and Heir of Andrew Bryson dec'd Swears that the above facts stated of her own knowledge she knows to be true and those stated not of her own knowledge she believes to be true

Sally her X Bryson mark (Seal)

George Blair Subscribing Witness Swears that he faithfully interpreted the foregoing affidavit and that he believes that Sally Bryson perfectly understood the same sworn to and subscribed before me this 12th day of March 1838.

George Blair his mark

I Samuel Saunders a Justice of the Peace for the County of Macon State of North Carolina do certify that the foregoing Petition and affidavits of Sally Bryson & George Blair were duly sworn to before me that George Blair was on oath when he acted as the interpreter and that I believe that Sally Bryson was duly sensible of the obligation of an oath when she was sworn to the same In testimony whereof I have hereunto set my hand and seal as Justice of the Peace this 12th day of March 1838.

Sam'l Saunders J.P.

No. 244

Andrew Brisom in
Right of wife.

L.

August 9th 1819. names Place of Residence
No of Reserve 244. Andrew Bryson in Right of his wife — New Hampshire Exchange —

I certify that the above is a True Copy of the Entry of Andrew Bryson in Right of his wife a life estate Reserve as it is registered in the book of life Estate Reservations as it is registered in that book kept in this office

for Gen.l Nath.l Smith
Supt Ch Rsvn
C. B. Hethal

State of North Carolina
Macon County } This day personally appeared before
me Samuel Lander One of the acting Justices of the
Peace for said County D. Bland Love And after
being duely sworn deposeth and saeth that in the
Latter end of the Summer 1819 he Love on a small Branch
of Scotts Creek waters of Tuckaseegah River And that he
drove Bryson & Co came up to his Store And in comp-
-any with his wife And informed him that he and
his wife Sally a Cherokee woman had taken a Reser-
-vation of Land to include the place whereon
he the said Bryson & wife then lived And while
Reservation would take the Improvement of him
the said Love And if so that he Bryson had no notion
of dispossessing of the said Love And that he Bryson
would let him the said Love have that part of
his ~~improvement~~ Reservation which covered
his Lovers improvement. but shortly thereafter
or in the Winter of the same year he Love was informed
that the White Children of him the said Andrew.
Bryson now. & had fallen out with the Indian
wife of him the said Bryson and drove her the
said Indian Sally the now. Widow of Andrew
Bryson & off he the said Bryson in consequence of
~~his~~ the White Children of the said Bryson having
driven off the Indian wife he Bryson soon went off
to the Cherokee nation to his wife the White Children of
the said Andrew. Bryson above alluded to he had
by a White woman who was dead long before the time
of her Bryson Marrying or taken up with the Cherokee
woman Sally. — D. Love swears that the above facts
stated of his own knowledge he knows to be true & those

facts not of his own knowledge he believes to be true
Sworn to & subscribed before me this 13th day of March
1838 —

Jas. Saunders J.P.

Willard Lowe

d Lowe
Affidavit about
Navigation of
Ind — A Bigelow
widow

Jno Reed swears that he was well acquainted with Andrew Bryson now dec'd who claimed a Cherokee woman by the name of Sally And that the said Bryson came down in company with him the said Reed when both of them took reservations under the Treaties of 1817-1819. and that the said Andrew Bryson took his reservation to include the Place he was then living on and some time after the white Children which he had by his said wife came out in the said Purchase and perhaps lived on or near said reservation of said Bryson and to abuse the Indian wife of him the said A Bryson that she was forced to leave his home and go into the Cherokee Nation: And after the old man Andrew Bryson had stood the fuss and abuse of his aforesaid white Children his Indian wife was forced to quit his reservation and leave this neighbourhood But the old man Bryson frequently told me in his life time that he never would of left his reservation if he could of lived them in any kind of Peace and that he fully intended to bring suit for his reservation and dought believe he would of brought suit for the said reservation but he soon there after died The above facts stated of my own knowledge I know to be true and those stated not of my own knowledge I believe to be true

John Reed

sworn to & subscribed
to the date above before
me Jno. Kennedy
Com'r

Wm Rees
(Stamped)

(Case of Philip Bryan a Colored Woman
claiming Freedom Presented to Court
1817 and 1819. Between the Executors
of Thomas Bryan and the United States
for the Use &c Upon the
Interpleader of the Defendant that Susan
Bryan Could Not a Witness and the
Case of a Colored Woman that on the 9th
Day of August 1819 he Negotiated his Note
in Writing for the Sum of Three Hundred
& Sixty Dollars and Sixty Cents to Land
No. 244 with Cash & Military Warrant
Before & Surrender of Certificate
by Death of which Circumstance he Cash
& Military Warrant was Lapsed
Case of Thomas Bryan a Colored Man
claiming Freedom Presented to Court
1817 and 1819. Between the Executors
of Thomas Bryan and the United States
for the Use &c Upon the
Interpleader of the Defendant that Susan
Bryan Could Not a Witness and the
Case of a Colored Woman that on the 9th
Day of August 1819 he Negotiated his Note
in Writing for the Sum of Three Hundred
& Sixty Dollars and Sixty Cents to Land
No. 244 with Cash & Military Warrant
Before & Surrender of Certificate
by Death of which Circumstance he Cash
& Military Warrant was Lapsed

Case of Philip Bryan a Colored Woman
claiming Freedom Presented to Court
1817 and 1819. Between the Executors
of Thomas Bryan and the United States
for the Use &c Upon the
Interpleader of the Defendant that Susan
Bryan Could Not a Witness and the
Case of a Colored Woman that on the 9th
Day of August 1819 he Negotiated his Note
in Writing for the Sum of Three Hundred
& Sixty Dollars and Sixty Cents to Land
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Case of Philip Bryan a Colored Woman
claiming Freedom Presented to Court
1817 and 1819. Between the Executors
of Thomas Bryan and the United States
for the Use &c Upon the
Interpleader of the Defendant that Susan
Bryan Could Not a Witness and the
Case of a Colored Woman that on the 9th
Day of August 1819 he Negotiated his Note
in Writing for the Sum of Three Hundred
& Sixty Dollars and Sixty Cents to Land
No. 244 with Cash & Military Warrant
Before & Surrender of Certificate
by Death of which Circumstance he Cash
& Military Warrant was Lapsed

[illegible] importance in the [illegible] Petersham
to have the removal [illegible] kept
in abeyance till Counsel can give the
opinion that the said Decision
is perfected. for this Court cannot, under
existing the Right of Appeal in the
premises, [illegible] it is therefore adjudged
that the application [illegible] dismissing by
the application. 14th [illegible]
1848



Date	No. of Reservation	Name	No. in Family	Remarks
819 Sept. 8	299	Chu, ner, tee, lee	8	On Tennessee River

Office Supt. Ch. Removal,
Jany 15, 1838.

I certify that the above is a true copy of the entry of Chu, ner, tee, lee, a Life Interest Reservee; as it is entered on the Register of Life Estate Reservations kept in this Office.

for Genl. Nathl. Smith
Supt. Ch. Removal,
S. A. Hoxtel

A Copy
Chinese Treaty
registry for a
Naturalization —

Cherokee Agency East

John Black makes Oath that he became acquainted with a Native Cherokee Indian about the year 1819 by the name of Chunneo lee, lee or Nicolee. that in the year 1818 he resided on Toqua Creek near one mile from little Tennessee river in Monroe County, Ten. where affiant understood he regisled for a reservation and then had thereon a small improvement that said Reserve had then a Cherokee wife residing with him. that he continued his residence on said reservation until the Spring of 1829 when he removed as affiant understood among the Cherokees on the unceded territory. That shortly before his removal a white man had been killed Sandy-down told affiant that he, said Reserve, was charged with the ~~murder~~ killing and was afraid the white people would kill him that he shortly thereafter removed. That he never sold conveyed or otherwise disposed of said Reservation or any part thereof to the knowledge information or belief of affiant. Affiant has been conversant with the affairs of the Neighborhood and resided therein for the last twenty five years.

John Black

Sworn to & subscribed
before me this 19 day
of July 1898
Ino Shoemaker Notary
Public of the Commission

Chas Mc Tas Wid
Claim

John Black
Ch. Jr.

Chu. nes. tu lu's
Reservation Claims
Jah. ns. ohs
Dep's

Cherokee Agency East

Tah, no, ah makes oath that she was well acquainted with Chu, nus tee tee, ah and before the Cherokee Treaties of 1817 and 1819 that he then resided in Tennessee near little Tennessee river in what is now Monroe County, Tennessee, that he had an improvement at the place where he resided - was the head of a Cherokee family, and continued to reside there until some time in the year 1821, when he moved away from fear, as his life was threatened by the white people particularly by the McGaukey's One of whom had been killed as affiant was informed in an attempt to arrest him by a Company of Cherokee white people for the murder of Andrew Miller - Chunistee tee was one of the Company with Nicholas Byers & many others, that had gone in pursuit of McGaukeys by the instructions, as affiant understood of the agent Genl Meigs - The McGaukey Connexion charged Chu, nus, tee, tee of having killed McGaukey and threatened to kill him and the Cherokees in that neighborhood, - affiant lived about one mile from Chu, nus, tee tee - was well acquainted with him and frequently conversed with him on the subject of the threats made against him by the white people and of his fears on that account - and affiant knows that he removed from fear, - as he was old - very much attached to the place where he then lived had fortified a reservation under the Treaties of 1817 and 1819 and that he removed therefrom with reluctance - affiant has been acquainted with him ever since - he has since his removal always been

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a very Poore man and not able to prosecute suit to recover his reserve. It was not surveyed and laid down for him as a reserve by the Surveyor Genl of the Mississippi District. He has never sold or Conveyed the same, or received any Compensation for it from any body to the Knowledge or belief of affiant. but he has frequently told affiant he never received any thing for his reserve, and that he had not sold it or any part of it. He is now very old and infirm and resides in Long Savannah Hamilton County Tennessee

Jake X No. ah his mark

I Certify that the above affidavit was sworn to and subscribed by Jake No ah the affiant after the same had been interpreted to him by Michael Walker who had been first sworn before me this 19th March 1838

Nath Smith
Sec't. Ch. Removal.

Chemistry

Reserve Claim

- Chem. and Tin. Lab

- Assistant

Cherokee agency East.

Chu. ned Tu, Tu or Ne o tee makes oath that he took a reservation under the treaties of 1817 of 1819 at Hogs mar the Tennessee river in Monroe County in the State of Tennessee that he removed from his reservation where he had an improvement in the year 1821 that he was at the date of said treaties the head of a Cherokee family and there resided on said reservation, that affiant removed therefrom from the fear of threats made by a Connexion of White men by the name of McGauley who affiant does informed had threatened his life - affiants said reservation was not surveyed for him and laid down as a reservation by the ~~Surveyor Genl of the Mississippi District~~ but the same was appropriated by the State of Tennessee and white men settled on the same - affiant never sold and conveyed his reservation or any part of it. nor has he ever in any way disposed of it. About the time of Col Meigs death affiant was again informed that One of the young McGaulys still threatened his life if he should ever see affiant.

Sworn to and subscribed
before me this 22d. March 1838
Wm. H. Blair
Justice of the peace
for Bradley County.

Chu ned. Tu. Tu his
mark

Cherokee Agency East

Michael Waters makes Oath that he was at the date of the Treaty of 1817 and has been ever since well acquainted with Chu. nes-tee-tee, a Cherokee Indian - that he was then the head of a Cherokee family and resided on Tesqua about one mile from Hills Trumpet was in the County of Monroe and had an improvement at the place where he resided, And entered his name for a reservation at said place, and Continued his residence there until the Spring of 1819 - when he removed to Wills valley in the Cherokee nation. Some time before his removal Andrew Miller had been killed - a company Indians and White men went in pursuit of the suppos'd Murderers, when One of the McGaughy's believed to have been concerned in the murder - an affidavit. A White man afterwards by the name of Remington as affidavit thinks told affiant that the McGaughy's and their friends had threatened that they designed killing some of the Cherokees in that neighbourhood before they went away, for their lands would sold they would soon be Compelled to go, and they designed killing some of them before they should get off - Affiant told Chunnestutee what he had heard - Chu-nes-tee-tee had been One of the Company, that with Rogers, and Riffle had pursued the McGaughy's. Chu-nes-tee-tee appeared alarmed at the information but said nothing - a few days afterwards he said he had designed staying on his reserve but as his life was threatened he supposed he would have to go, and leave it. - And shortly afterwards he moved away and left the premises affiant was much in the neighborhood and at the house of Chu-nes-tee-tee about the time he removed, and believes that he removed from fears of the threats he had heard and not with a design of abandoning his right to the land under the

treaties of 1837 & 1849— Affiant has been acquainted with Chee nes. tee tee ever since the treaties 1837 & 1849 and don't know of his having sold his interest or any part of it, nor does he believe he has or ever did. Chee nes. tee tee is a very poor man, is getting blind and very old. his wife is still living—

his
Michael Walker
mark

Sworn to & subscribed before me
this 17th March 1838

Wm. H. Stein

Justice of the peace of
Brady County Tennessee

Chee. nes. tee tee's
Reservation Claim
Brady's Waters
— adjs

1067.

a/c

John F. Gillespy

vs

Chas. and Ter Ter

Chm. ned. Tell. Tes,

To John F. Gillespy Dr

To Services as Att.y at Law in prosecuting
before the Comrs under the Cherokee
treaty of 1835 his Claim for Compen-
sation for his interest by him Forfeited
under the Treaties of 1817 & 1819 in
Monroe County Tenn. as per agree-
ment of his Att.y in fact 10 per.
Cent upon the Amount, that shall
be adjudged him ——— $.

John F. Gillespy Maketh Oath, that the above ac
& the same thereby Charged is just and true
And that he has never received any part of it

John F. Gillespy

Sworn to & subscribed before
me this 29th day of March 1838
H. W. Wilson one of the
Commrs

1582

Protest

Chs. Nesbitt

vs

The U. States

Privat

Chunes, Lee
vs
The United States } Claim for a reservation on the Ark Territory

Claimant protests against the decision of Comm in the Case, became,

1. The proof Clearly shows, that the Shawnees in 1820 sold his reservation, that he afterwards in the year 1821 removed therefrom through fear of his life, having been threatened, and that his land has ever since & now is held against him under the title of the State of Ohio. The Comm erred in determining that he could & did not appear from the proof, that he was threatened by a person acting for & in the profession of his reservation, that his removal was voluntary and a forfeiture under the treaty

2. On the above and other reasons appearant from the proof On the face of the Rec'd Claimant protests against the decision of the board as being in derogation of his rights & proofs, that upon a review of his Case the decision may be reversed by the proper Dept and his just rights awarded him.

John F. Gillespy Atty
for Claimant

To the Hon Commissioners under the late Cherokee Treaty of 1835 sitting to adjudicate Claims

Your petitioner Chequeter, is a native Cherokee represents, that he entered with the Cherokee agent on the 8th day of Sept 1819 his name for a reservation under the treaties of 1817 & 1819 on the Tennessee river - a certified copy of said registry is herewith filed as a part of this petition. that your petitioner was then the head of an indian family - had his residence in Ta yas, near little Tennessee river - had an improvement at the place where he resided, and registered for that place - He continued his residence there until the year 1821, when he was compelled to remove from the reservation by the threats and menaces of the white people, - particularly of a Connection of McGundys, who threatened your petitioners life - that his said reserve was not laid down for him by the Surveyor general of the Mero district, but was regarded of petitioners Claims appropriated by the State of Tennessee, - that your petitioner being a very poor man has never been able to prosecute suit at Law for the recovery of his said reserve but has been compelled by the laws of Tennessee to abandon the same And under the 13th Art of the treaty of 1832 is entitled as he is advised to Compensation for the same as unimproved land, Wherefore he prays the same may be awarded and adjudged him

Chequeter his
By his Att° John F. Gillespy

Petition of
Chu. ned. Tu. Tu's
Reservation Claim

Gillespy atty.

Bounty Land Claim for Nelsey Cochran & Children Heirs of John Cochran Dec'd

Affidavit of Col. Parr for Cochran

(82)

No 85.

Disallowed.

Decree Written up.

Lumpkin County } Nancy Willis maketh oath
State of Georgia } that she has known John
Dinah, Cag, Lydia, Jourdan } and Silby Cashaw for a
long while and that she knows
that they were married and lived together as man
and wife She also recollects that a long time
ago the said John & Silby had a little improve-
ment at fields and house just below the Town
shall on yard on the Chattahoochy which lay on the
South side of the said River at which place they
lived at the time of a Treaty which took place
between the Cherokees and Whites about 20 years ago
which the Whites say the treaty of 1817 and that
they the said Silby & John had an other small
improvement on a long island which lay in
the said River and opposite to the place where
they lived a short distance She further says that
she has heard them speaking of having some claim
at the said place and that she has understood
generally that they were entitled to some
sort of claim at the said place which she
thinks they called a Reservation She knows that
they lived on the place at the time of the said
Treaty and for some short time afterwards but
she cannot recollect exactly how long
nor thing she remembers well that the white
people rushed into the Country in such numbers
and treated the Natives so badly that they
could not stay any on that side the said
River and in a short time after the said
Treaty a White man whose name was
Pollard to the best of her recollection; who did actu-
ally dispossess the said Silby and John and took
away their little place as mentioned above from
them without their will or consent nor
does she believe that they ever got any thing for
it nor have they ever been in possession
of the said place since that time
She further remembers that in the Commissioners

REPRODUCED AT THE NATIONAL ARCHIVES

The Claim of the Heirs of
John Cochran dec'd
For Reservation

To the honorable the Cherokee Commissioners &c

The petition of Nilsey Cochran
Widow of John Cochran dec'd and his sons and daughters to wit Judith
James, Josiah, George, Anna, Jack, Lucy Betsy & Daniels heirs and
descendants of John Cochran deceased,

Respectfully represent that the said
John Cochran being the head of an Indian family of the Cherokee nation
East of the Mississippi registered his name for a reservation agreeable to and
under the provisions of the treaties of 1817 & 1819 made by the United
States with the said Cherokee nation on the Chattahoochy River in
that part of the said nation now included in the County of Gwinnett
in said State including an Island in said River and complied with
the terms of said treaties as far as practicable, and they aver that he
nor they have never voluntarily abandoned the said reservation or sold
the same or received any thing therefor or for the improvements thereon
but have been driven forcibly therefrom by the laws and citizens of Georgia
By reason whereof they are advised & believe they are entitled
to payment from the United States under the provisions of
the late treaty and pray an examination of their claim and
the award of the commissioners thereon & they will ever pray &c

Tennessee Agency East } Appeared in Person Thomas Lawdy
Bradley County } and being Sworn saith he was and
is acquainted with the material facts stated in the within petition &
believes them all to the best of his Recollection to be true
Sworn to the 11th Of May 1838

James Liddell
Commissioner

Thos his Lawdy
mark

Came before me Thomas Barclay
and makes oath that he was
knowing to John Cochrane husband
of Abby Cochrane and (Father of
Jno Cook, Jessee, James & George
& the Defendt,) and that Jno
Cochrane was living on his
reservation on the East side of
the Chatahoochee River, including
some islands in the River
opposite it; and had some claim
land on the reservation, and
opposed the Cochrane. the
Cochrane he took that claim for
their reservation and he says it
contains — he thinks there
were 40. or 50 acres of good
bottom land and may have
been one hundred on the
Cochranes reservation The thinks say
on Yellow Mott — Heard a white
man say that Jno Cochran and
his sons would never vacate
but give it up to the Indians
and children, and they (the
Indians) would about as they could

to get aliening — does not
remember the name [redacted]
[redacted] previously but it was some
1816 — he thinks three or four
after that year —
Sworn to & subscribed
before me 20th day 1898

D. McDermand
Ms Comr

Thomas his X Cauley
mark

Thomas Cauley
aliened to
Lachlan McKinnon

Claim of the Heirs of John Cochran to compensation
for a reservation by him taken Under the provisions of
the Treaty of 1817

In this case it appears that John Cochran
being the head of an indian family died on the
10th day of November 1818 cause his name to be regis:
tered in the Office of the U. States agent for the Cherokees
for a reservation as provided for in said Treaty and
that he located the same on the South side of the
Chattahoochie River near the Lower Shallow ford

It further appears from the testimony of William
Cochran one of the heirs filed in this case the improve-
ment on which the said John Cochran resided at
the time and on which he located his reservation
was some distance below the Lower Shallow ford on
the Chattahoochie River, and it appears however
that the 8th Article of the Treaty of 1817 under which
the said Cochran registered for a reservation con-
templated restricting the location of reservations then
granted to territory owned by the Cherokee nation East
of the Mississippi River. And the first Article of that
treaty ceding a portion of the Cherokee territory to the
United, begins at the high shoals of the Appalatachy
and runs westwardly along the line between the
Cherokee and Creek tribes until it strikes the Chatta-
hoochie. Under this explanation it was satisfactorily ascer-
tained at the time that the Cherokees made no claim
claim to any lands below the Lower Shallow ford
of the Chattahoochie or E. side thereof, and that
the Creek nation claimed the lands east of the High-
tower trail leading from the High shoals of the
Appalatachy River to the shallow ford of the Chattahoochy
and to limit the claim of that nation to a portion
of the lands supposed to have been ceded from the
Cherokees by the Treaty of 1817 The United by a Treaty

with the said Creek Nation entered into on the
22nd day of June 1822 purchased from the Creeks
all the lands east of Line Right town trail as
far up on the Chattahoochie as the mouth of
Suwanny. And that afterwards on the 8th day
of January 1821 the said Creek nation did by
Treaty cede another portion of Territory extending
east of the shallow ford on the Chattahoochie
in which territory the Reservation of the said John
Cochran is situate

It appears therefore that the improvement
on which the said John Cochran resided at the
time he registered and on which he located his
Reservation was not on Territory belonging to the
Cherokee Nation East but on Lands belonging at
the time to the Creek nation of Indians and
that therefore he had no right to locate his
Reservation where he did. It is therefore
ordered by the Commissioners that the said
Claim be disallowed

Reservation

Heirs of Dick

No 87.

Disallowed

No. 87

Reservation

Heirs of Dick

No 23.

Disallowed

No 87 within

State of North Carolina } This 9th day of March 1838
Macon County } Came Dick an old [redacted]

Indian about 80 years old at least and on his oath deposeth and saith that at the time of the making of the Treaty of 1819 Going to the Cherokee Agency he got William Reed to draw his application in writing for a Reservation to the peace he then lived on on a small Creek coming into the Cattoo-ga-jay & on the Cattoo-ga-jay where he had an improvement & three horses, that he made his application in the early part of the Summer of 1819, and sent his written application to the agency aforesaid and continued on the peaceable possession until the winter following when one family of whites took possession of one house, and immediately after another family of whites took possession of another house and soon after another white family drove him out of the third house that he then moved across the Creek into a fourth house about 3 or 400 yards off and then the whites drove him out of the last of four houses he occupied out, until the month after Christmas in 1820 when he moved off into the nation on Hiwassee River where he has ever since lived and that he moved off because he was forced off & not voluntarily that he has not sold or conveyed his reservation or any part thereof but believes that he is now entitled to pay for the same. That at the time of taking said Reservation he had a wife & children being the head of a large Cherokee family, that at the time Chiz-en-la returned from the agency where he went to enroll his name he Chiz-en-la informed him that he did enroll his Indian name as well as his own: ~~that Chiz-en-la~~

Sworn to before me this 9th March 1838. Dick his mark

Sam[l] Saunders J.P.

I Samuel Saunders a justice of the peace for the County aforesaid do hereby certify that the above petition & affidavit was duly examined by the applicant Dick through an interpreter George Blair who was duly

REPRODUCED AT THE NATIONAL ARCHIVES

sworn that it was also sworn to by Dick who appeared to understand the obligation of an oath that he appeared fully to understand the same. that from the Statement by him made as well as corroborating testimony that I am fully satisfyd with the truth of the Statement by him made and that his reservation was a good one and he ought to be paid for the same

In testimony whereof I have hereunto set my hand and seal a Justice of the peace this 7th March 1838.

Sam[l] Saunders J P Seal

State
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appeared
before me
this
testimony
this
[illegible]
day
[illegible]
my hand
this 1838

B Reed

State of North Carolina
Macon County

William Reed swears that in the Summer of 1819 he was the head of an Indian Family living in the then bounds of the Cherokee nation now Macon County that he wrote for many reserves who wished to take reservations under the treaty of 1819. their applications for them to forward to the then Indian agent Return J Meigs. and he thinks twenty he wrote Dicks the petitioner in the annexed petition time in the forepart of the Summer say about 1st July 1819 and that the reserves on the creek Cotto-ga-jay as well as elsewhere were generally dispossessed by the white that he was at the place described by Dick in his petition which he lived there and that he lived there in the year 1819 but was driven off in the year 1820 and that it is the same place that George Patton now lives on about two or 3 miles from Clinton Given under this 9th March 1838. William Reed
Sam[l] Saunders J P

I Samuel Sanders a justice of the peace for Macon County do hereby certify that I am well acquainted with William Reed and his general Character and from my knowledge of the same do believe that his statement as made above is entitled to full faith and credit. In testimony whereof I have hereunto set my hand and seal as justice of the peace this 9th March 1838.
Sam[l] Saunders J P Seal

Dick No 1

97

Petition of Dick
for a renovation &
affedavit of Mr Rush

on his head Court
16 February
1815

Disallowed.

Decree written up.

(Coam v Gideon,)

being and lying on Sandy Creek in Habersham County

the year 1817

any thing for said reservation

26 April Will his mark
Martin Roberts J P Betsy her mark

REPRODUCED AT THE NATIONAL ARCHIVES

Claim of the heirs of Deik or Gerrah-hee Deik alias
Deik or Gerrah-hee Deik, is not to
be found on the Book of Negotiation
the same has been carefully examined
by the Commissioners, this amount for the
Claimants falling to Selection — Certificates
of Negotiation & it is Presumed
is the Reason why the Supposed Reserva-
tion in the Treaty in 1819.

The Claimants having stated to them
that Deik or Gerrahhee Deik, took a
Reservation or to Prove that Henry Conn
Registered his name with the Chickasaw Agent
& Delight, are not entitled in the opini-
on of the Commissioners to Compensation —
as they allege: it is therefore adjudged
and Decreed that the Prayer of the
Petitioners be disallowed this
25th January 1839

, Each village to have been a Like Estate shown
under the Treaties of 1817 and 1819.

'eat to
aken
mind
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eals
and
Reserva

Shown
on a
Town Plan
Agent
Chief
Ter —
Assigned
the
Ten

1103

Heirs of Lick

Application
for the
Value of a Reservation

(Blacktown)

Jackson County

Reported 24th Jany
1849 Jas Dick
Witness

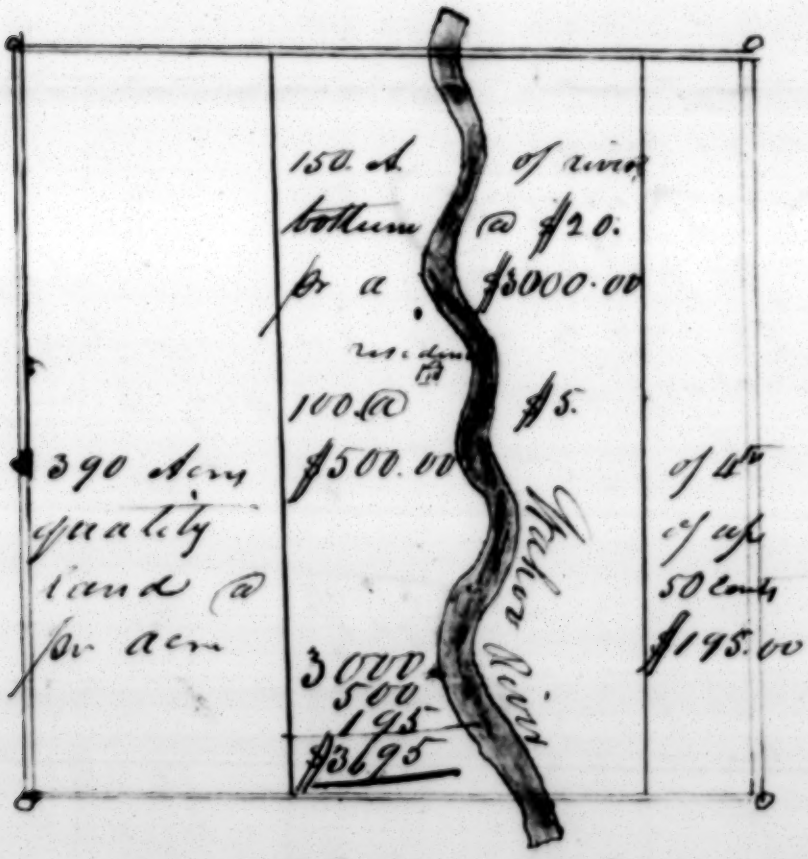
Disallowed

Decree Written up

Charles Duncan
Reservation
Hall Cty. Georgia

February- 1839

Charles Duncan's
Reservation on Yahoo
River Hall County Georgia



The amount of the valuation of the above
Reservation of 640 acres $3695.00
Given under our hands this 25th day of
Feby 1839

James A. Hains
Dillard Lowe
Valuing Agents

Athens Tennessee
22d of February 1839

The undersigned in justice to the character of William M. Thomas of Haywood County NC hereby Certify in justice to the character

1818	No. of Return	Name	No. in Family	Place of Residence	Remarks
Feb. 7	53	Charles G. Duncan		Van hough Creek	had been omitted

Off. Supt. Rem. New Echota, Ga.
Oct. 26, 1837.

I certify that the above is a true Copy of the entry of Charles G. Duncan a life interest Reserve as it entered on the Register of Life Estate Reservations kept in this Office.

E. P. Hetzel.
Ja. Genl. N. Smith,
Supt. Rem.

[illegible] } Personally came before me
Hall county } Charles Heard a acting justice
[illegible] said County John [illegible]
[illegible] [illegible] being duly
sworn [illegible] that [illegible]
[illegible] Charles Heard [illegible]
of the Cherokee nation and that he was
[illegible] [illegible] said
[illegible] [illegible] left [illegible]
[illegible] [illegible] the
[illegible] [illegible] was
[illegible] [illegible] the United States
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]
[illegible] [illegible] [illegible]

Charles Duncan &
Brothers Cook & Engin
[illegible]

(N.º 2.

Georgia
Union County

Personally appeared before me Young Abercrombie of said County being duly Sworn deposeth and saith that he was present when Charles G Duncan was forcibly turned out of his reservation in Hall County Georgia by Lord Leathers John Finch and some four or five others, and knows that he was entirely dispossessed thereof against his will and has never been in possession thereof since to my knowledge and I have never understood nor do believe he has ever sold the same or any part thereof and he further states the said reservation lay on a Creek called Warhoo and was a rich and valuable reservation

Young Abercrombie

Sworn to & Subscribed
before me this 5th day of December 1837

John Davis J C

Young Albert
Crombie's
deposition in the
case of
Chas. Duncans
reservation

Georgia
County

Personally appeared before me Charles G. Duncan and being duly sworn saith that he registered his name for a reservation under the treaty of which was to include his improvements on Browns Creek in what is now Hall County in the State of Georgia and was so he believes intitled to the same under the said treaty as the head of an Indian family which was to contain one square mile and that he was forcibly dispossessed of the said reservation by Lyd Leathers John Finch and several other persons whose names he does not now recollect some of whom claimed a right to the possession of the said reservation under the laws of Georgia and he further states that he has never been in possession of the same since & That he has never sold said reservation or any part thereof nor received any Compensation therefor

Chas G. Duncan

Sworn to & subscribed
before me this 10th day of
June 1837

Hiram Kinnard
One of the Commissioners

Charles G Duncans

Statement

With regard to his

incarceration

dated 10th October 1837

Reservation.

Charles G. Duncan

No. 116

Allowed

To the Honorable The Commissioners for Carrying into effect
The late treaty with The Cherokees:

The petition of Charles G Dawson
respectfully sheweth that he entered his name agreeable to the Stipulations
of the treaty of 1817 for a reservation at his then place of Residence in
the Cherokee nation. Then, now in the County of Hall in the State of
Georgia. on Mau hough Creek and was entitled thereby to a reservation
of six hundred and forty acres of land including his said residence
See Genl Hall Smiths certificate:

Your petitioner further states
that shortly thereafter he was forcibly expelled and driven off from
his said Reservation by several Whitemen, Georgians and has never
been in possession since nor could obtain possession thereof as the
accompanying affidavits prove,

He would further respectfully state
that he has since sold the said
or received any Compensation for the same, all which the said
affidavits herewith submitted go to substantiate,

These facts prove
your petitioner to be entitled to Compensation for his said
Reservation under the late treaty with the Cherokees [redacted]
so obviously that he deems all argument superfluous
On that head and barely refers your Honors thereto and
prays an adjudication for the value of his said
Reservation agreeable to its provisions all which is respectfully
submitted

Chas G Dawson

Chas G Duncans
reservation for jury

No 2

Ap^t 2

Allowed

Decree Written up

Dear

Claim of Charles G. Duncan for compensation for a reservation taken by him under the Stipulations of the Treaty of 1817 and Location on the Territory surrendered to the U. States by the Treaty of 1818

In this case it appears that the Claimant Charles G. Duncan a native Chuckaw Chief at the head of an Indian Register his name in the Office of the U. States Agent for the Chuckaws for a reservation on the 4th day of Feby 1818 in conformity with the provisions of the treaty of 1817 and located same on an improvement on Yahoo Creek now in Hall County State of Georgia once in the territory ceded to the United States by the Treaty of 1818 once on which he once his family at the time resided. It further appears from the testimony of Claimant once others that the said Charles G. Duncan in conformity with the provisions of the Treaty under which he took his reservation continued with his family to reside thereon until forcibly expelled therefrom by Col Leathers when Finch and several other Citizens of the U. States some of whom claimed possession of the premises under the Laws of the State of Georgia and that the said Duncan Duncan has received any Compensation for the same or any part thereof—

[redacted] on the foregoing it is the opinion that Charles G. Duncan has under the provisions of the 5th Article of the Treaty of 1817 a right to take

a reservation, and to locate it where he did. And
that whereas the State of Georgia did by an Act of the
Legislature thereof, authorize the Leasing and disposition
of all the Lands appertaining to the U. States by the
Treaty of 1819 within the limits of said State to the
Citizens thereof regardless of the right of the said
Charles G. Duncan to his reservation granted to him
by the provisions of the said Treaty of 1817 under
which he took his reservation, and in derogation
derogation of any such right that the said Charles
G. Duncan was compelled by the laws of the State
of Georgia to abandon his reservation, and is
consequently thereof is entitled to compensation
under the provisions of the 13th Article of the Treaty
of 1835-6 for the value of the same as unimproved land

It is therefore ordered and decreed that
the Claim as aforesaid of the said Charles G Duncan
be allowed, and the sum of
Seventy seven Dollars by
agents appointed for that purpose
to be the said value thereof. It is further ordered
& decreed that the said Charles G. Duncan
be and that he is entitled to receive the same from
the U. States

LANGLEY

original in Comm'd Chiefs file

Georgia
Habersham County

Personally appeared before me James Blair Jr. who after being duly Sworn deposeth and Saith That he was a joint Commissioner on the part of Georgia with Thos Glascock about the year eighteen hundred and twenty (1820) to act with Duncan G Campbell & James Meriwether on the part of the United States as Commissioners to settle all Claims of the Cherokee Indians against the United States, and all Claims which the Citizens of Georgia had against the Cherokee Indians under the various treaties between the United States and the Cherokee Nation of Indians adopted and agreed to in the years eighteen hundred and seventeen and eighteen hundred and nineteen. This deponent Saith That Samuel Ward acted from the Commissioners on the part of the United States and the State of Georgia a full

and just Compensation which Said
Commissioners were Authorized to give
him and the treaty of 1819 ~~for Lands~~)
for his several Situation on the Sogue river
in Habersham County in Said State &
the Said Samuel Ward made a deed
of relinquishment to his reserve under
the treaty of the 29th of July eighteen
hundred and Twenty, to the United
States for the use of the State of Georgia
and that the Said Samuel Ward after
wards removed himself and family
from the Said reserve to the West of
the blue Ridge.
This Deponent further Saith that one
Charles Ward brother of Samuel Ward
applied to Said Commissioners for
leave to obtain a reserve under the
Said treaty of eighteen hund and Twenty
but did not obtain it on account of
his not being the head of an Indian
family and had made no improve
ment whatever by which the Survey

of said Reserve could be made
That the said Charles Ward left the
County of Habershum Georgia in
the year eighteen hundred and ~~[illegible]~~
twenty four and has since as this
deponent is advised and believes
resided in the State of North Carolina
without the Chartered limits of Georgia
and That the Cause of his removal
was a fear of being prosecuted for
a violation of the Criminal Laws
of the State of Georgia
This deponent further States that one
Edmund Duncan who claimed
and had a Reserve of six hundred
and forty acres on the Wahoo south
fork in the County of Hall in State
aforesaid died for a valuable Consid
eration Convey and relinquish his
title to said Reserve to the Commissioners
first aforesaid and shortly thereafter

removed thence from said reserve to
parts unknown to this deponent.
This Deponent further States that
one Charles Duncan applied for and
obtained a reserve of six hundred and
forty acres of land on Wahoo Creek
now in the County of Hall and that
the said Charles Duncan received
a valuable Consideration for his said
reserve from the Commissioners afo-
resaid and thereafter removed from
said reserve to the West of the Elowah
River and has since as he is inform
-ed emigrated to the west.)
This Deponent further Saith that one
Robert Paris Applied for, And obtained
a reserve of Six hundred and forty acres
of Land on the Chestahoochie River
That said Paris told this deponent
That he had sold his reserve and
had received a valuable Consideration
therefore — The exact amount of which

Cannot be now recollected – and
That the said Robert Parris after=
wards removed from said reserve
to parts unknown to this deponent –
This deponent further States –
That on John Langley applied for
and obtained a reservation of two
hundred and forty acres of land on the
Chatahoochee river That the said
John Langley removed from the
Commissioners aforesaid a full
and valuable Consideration for said reserve That
the said John Langley shortly thereafter removed
from said reserve to parts unknown
to this deponent James Blair Jr

Sworn to and subscribed before
me this 18th day of October 1838.

Thos W Harris Judge Superior Court
W. District

Reservation

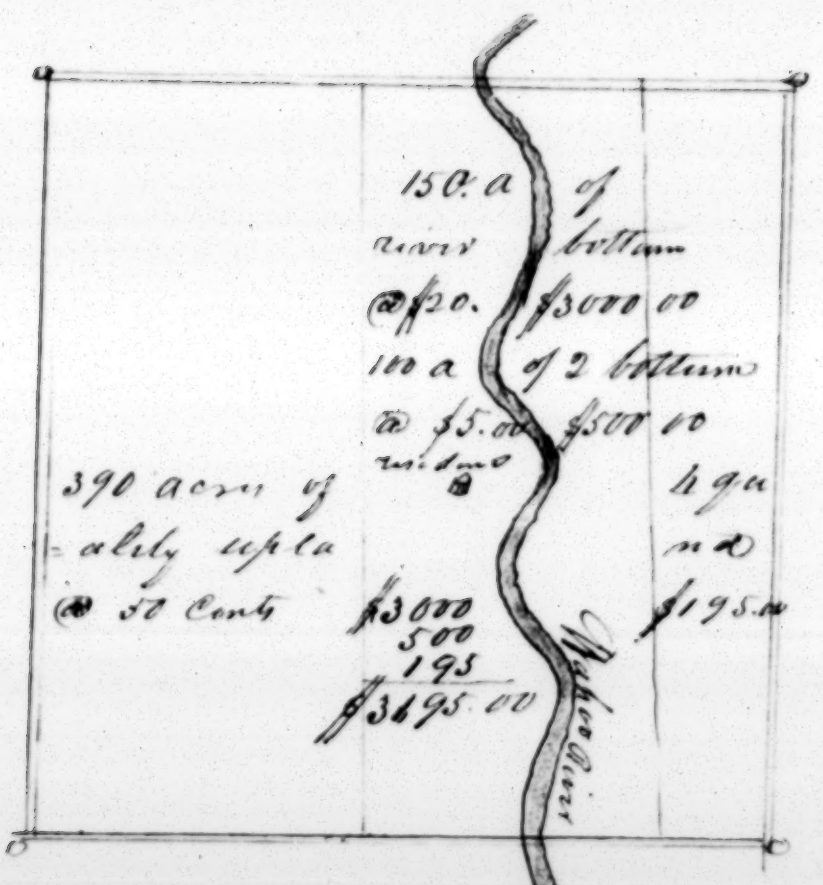
Edmund Duncan

No. 115

Allowed

February — 1839

Edmund Duncan's
Reservation on Wahoo
River Hall County Georgia



The amount of the Valuation of
the above Reservation of 440 acres made
by me this 25 day of Feby 1839

$3655.00

James A. Wain
Silas D Love
Valuing Agents

Edmund Duncan
Reservation
Hall Co. Ga

Daniel Davis
Statement
relative to Edm^d
Davis case
impressments

Georgia
Lumpkin county } I Daniel Davis a Justice of the peace
for said county do certify that I lived near Edmund Duncan &
John Langley in the county of Hall and State aforesaid and I do
know that Edmund Duncan had an improvement on Walnut
Creek which he lived on some time about the year 1819 & John Langley
had an improvement about the same time on little river then in the
Cherokee Nation now Hall county Georgia & also have good reason
to believe that John Langley & Edmund Duncan never had said
improvements surveyed to them and never to the best of my knowledge
never received any Emolument for said lands and to the best of my
recollection I lived on said improvements at the time of the treaty
of 1817 I recollect that the said Duncan & Langley was dispossessed by
the authority of the State of Georgia some time about the year 1819
& 1820 Where of I have set my hand this 26 day of sept 1837
Surveyed to Edmund Duncan this
11th Feb 1839 Land Lot Land Commissioner

Daniel Davis Esq

Georgia } Personally Come Charles
Forsyth County } Hawkins before me
Martin Roberts a Justice of the Peace
Who being duly Sworn deposeth and sayeth
on his oath that the above Statements made
by Daniel Davis is true Sworn to and
Subscribed before me this the 27 day of Sept
1837 — Martin Roberts J.P. Charles his X mark Hawkins

Claim of Edmund Downum for compensation for a reservation taken by him under the stipulations of the Treaty of 1817 and located upon the Reservation reserved to him by the Treaty of 1817

In this case it appears that Edmund Downum died on the 4th day of February 1818 at the house of an Indian family where he was in the office of the Agent of U.S. Indians for the Cherokees for a reservation and claim by the name Walnut Creek in the Territory surrendered to the U.S. States by the Treaty of 1817

It further appears from the testimony of Joseph Langley, Adams Lendrum, Rebecca Lendrum and the certificate of Daniel Davis Esqr the truth of which is established by the testimony of Charles Hawkins all of which is of file in this case that the said Edmund Downum was at the date of the Treaty of 1817 the head of an Indian family and that with them he resided on an improvement on Walnut at which place he located his reservation and that they continued there Residence thereon until the year 1820 When until after the State of Georgia within whose limits the said Reservation was situate by an act of the Legislature thereof surveyed and Disposed of all the Lands comprised by the said

REPRODUCED AT THE NATIONAL ARCHIVES

Treaty with the Cherokees of 1819, and within the limits of said State, and which said Reservation was retained. It is therefore the opinion of the Commissioners that agreeably to the provisions of the Treaty of 1817 under which the said Edmund Duncan took his Reservation, he had a right to take a Reservation and to retain it where he did once from the testimony adduced it satisfactorily appears that the said Edmund Duncan did reside & so complied with all the stipulations of the Treaty under which he took his Reservation, by residing thereon with his family and bringing them in a civilized Community, but was prevented from so doing by operation of the laws of Georgia which being passed regardless of the stipulations entered into between his nation and the Government of the U. States by the Treaty of 1817 and in denial and derogation of the rights secured to him by said Treaty, and that he was in consequence of the laws of the State of Georgia compelled to abandon his Reservation - and that Compensation is provided for in such case under the provisions of the 3rd Article of the Treaty of 1835 It is therefore decided that the said Edmund Duncan be allowed the Amount of the compromise value of his Reservation agreeably to the provisions thereof and the same leaving him as ascertained by Dr Love and Thomas A Hair agents appointed for that purpose to be the sum of

It is further decided that the said Duncan is entitled to that amount from the ...

Gov^t of the U. States

Decree

Edmund Duncan
Claim for a
reserve of 640
acres under the
Treaty 1817 -

No 20 -

Allowed

Decree written up.

To the hon.ble the Commissioners.

The petition of Edmund Duncan respectfully showeth unto your honors, that under the 8.th article of the treaty of 17. your petitioner registered his name for a section of land containing 640. acres. Your petitioner was then residing on Talkro. Creek, in what is now Hall County & State of Georgia. This fact is established most clearly, from the register kept in the office of the Supt. C. Removal, showing the names & locations of those persons who registered their names for reservations under the article of the afore mentioned treaty. The location upon which your petitioner then resided, & had resided for some time previous, had upon it one grist mill & other building, with a quantity of cleared land. And from the very nature, & spirit, and intention of the treaty, your petitioner had a right to suppose that the section would have been surveyed by the surveyor appointed for that purpose, & he secured & protected in the peaceable possession of said reservation by the U States. This was not done. And your petitioner in violation of a solemn compact entered into between the U States & the Cherokee Nation was ousted of his possessions by one Mark Castleberry a citizen of the afore mentioned state. The circumstances

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an as follows. Mark Castleberry & your petitioner were well acquainted from their youth up to that period. The former presuming upon the friendship that existed between him & your petitioner, moved from the State of Illinois & settled within a quarter of a mile of your petitioners house. & professed great friendship for your petitioner. It being generally supposed that the reserves in general in that State would be disposed of their reserves. They having been surveyed & lotted for by the State & were the property of private individuals. Castleberry promised to protect your petitioner in his possessions, & your petitioner placing great confidence in his integrity left his family under his protection & came over into the Cherokee Country to look out a new residence. Your petitioner stopt at the house Moses Parris on the Etowah River, where he remained some weeks, having loaned said Parris his horse to ~~go~~ went to the Cherokee Agency on business. On Parris return from the Agency, your petitioner went home, and to his great surprise found his family thrown out of possession, & his friend Mark Castleberry in possession. Your petitioner not being able to recover his lost possessions, having resorted to every means within power. left them in the possession of Castleberry, moved & settled on Etowah River, where he now resides. In conclusion your petitioner will

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further state that he has never in any way or manner disposed of the title to said reserve. neither however received any compensation for it from the States with the exception of a small consideration for his improvements

Your petitioner further states that he is the same Edmund Duncan whose name is on the register containing the names of reserves in the office of the Dept. of Removals. All these facts your petitioner thinks will be made to appear from the accompanying papers.

Sworn to & subscribed before me this 9 March 1838. Edmund Duncan

Sworn to & subscribed
10th March 1838 before me
John Kennedy
Dep Attorney

[illegible] to the [illegible] said agency [illegible] his [illegible] claim. and will

John Langley, James Landrum, & Rebecca Landrum
stat upon oath that they wer neighbours of
Edmun Duncan & resided in the same neighborhood
at the time he resided on Yahloo Creek in
what is now Hall County & State of Georgia.
& recollect very well when he was dispossessed
of his reserve by the authorities of the State of
Georgia. This was, as well as we now recollect
in the year 1820. And we also recollect that
Duncan continued to reside upon said reser-
vation from the year 1817. up to the time he
was dispossessed. Duncan then moved & settled
within the limits of the Nation and we have
never heard of his having disposed of the
title of said reserve in any way, or to any
person, in fact we never heard of said
reserve having been run off by any sur-
veyor appointed for that purpose. Neither
do we believe that Duncan has ever received
any compensation for said reserve from
the Government.

Sworn to & Subscribed
before me this 18th Sept 1839
Johnson Rogers Post master
of the Committee

John Langley

James his + Landrum mark

Rebecca her + Landrum mark

Affidavit of
John Langley
James Landrum
& Rebecca Landrum
in favour of
Edmund Duncan
Claim for a reserve
under the Treaty of 1817.

G

Elder Moses

Reservation

Heirs of

Mosel Elder

No 106.

Allowed

Messrs. Eldridge &
Moses. Elders — clerks
copying from Taylor Abstract
some by mistake —
marriages apply to M. Elders.
11-7-1839

The Honorable Commissioners Sellers
as Chancelors under the treaties of 1835 and 36—
between the united States and the Cherokee tribe of Indians

Your Petitioner unto your Honors humbly
Complaining Sheweth

That Moses Elder a Native Cherokee
Entered a Reservation of 640 Acres of Land in the
State of Alabama on the South side of Tennessee River
near Hunters Landing— The Entry was made in
his own name and at the place where he lived at the
time of Making the Same so as to include his improve-
ments in the Center &— Said Reserve was taken under
and conformable to the Treaty of 1817 between the United
States and the Cherokee Indians—

The said Moses Elder continued his
Residence on said Reservation up to the day of his death which
happened in the year of 1820 — 21 Before the time of his
death and at the time of his death— Petitioner was his
wife according to the Cherokee laws where they resided—
Petitioner had one son by Moses Elder the only son or child
now living his name is William Elder and is now
living in Arkansaw in the Cherokee Nation west—

Moses Elder Resided on said Reservation from
and before the date of said Treaty upto the day of his
death— Petitioner Believes that Moses Elder never
Sold conveyed or Received pay for said Reservation
or any part there of— nor did William Elder his

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Son
he being a minor and could pass no title for the same
nor did said son ever try to Petitioners knowledge
Petitioner avers She never sold conveyed
or Received pay for the same or any part there of—
But Claims Right for her self and her son
William Elder he being the son of the deceased Reserve
(Moses Elder) and your Petitioner his widow
The Prayer of Petitioner is that you award
to Petition and son (William Elder) the wood land value
of said Reservation in Money as both are desirous to
Relinquish their Rights to the Reservation and according
to the Stipulations of the late Treaty take money in
Lieu there of as it is only a Just fulfillment of former
Treaty Stipulations—
As by the death of the Reserver the Title become
a fee Simple to the Child with the right of dower to the
widow without the incumberance of having removed
pay for valuations
All and Singulas the premises concerned your
Petitioner will ever pray &c

Betsy Elder her X mark

Sworn to & Subscribed
before me 20th March
1848 H. W. Peterson
a Jus Commissioner

Betsy Elder & Son
vs.
The United States
for
Reservation Claim
Petition

Case
Allowed Board

No 58

Decree Written as
Mary Elder was killed
in 1820 by Wm Gunter
Betsy Elder was away
on a visit - She ever
Mrs Elder has never
Resided on the Land
from that, to this time
Mary & Betsy both took
Measures about the
same time &

1837

Cherokee Agency East

John B. Roden maker oath that he was personally acquainted with Moses Elder a Native Cherokee – That the said Elder Entered a Reservation of Six hundred and forty acres of land under the Treaty of 1819 between the United States and the Cherokee Indians he Entered the place he resided on at the time of the said Treaty and continued his residence there up to the day of his death which happened in the year of 1834 or 20 – And at the time of his death Betsy Elder (formerly Betsy Woodward) was according to the usages and customs of the Cherokee people Moses Elder wife – and three or four Months after the death of Moses Elder William Elder was born of the said Betsy and is reputed to be and is the only Child living of the said Moses Elder to Affiants knowledge –

The said Reservation is situated on the south side of the Tennessee River about one half mile from Gunters Landing in the State of Alabama Marion County – Affiant believes Moses Elder never sold conveyed or received pay for his said Reserve or any part thereof

John B Roden –

Sworn to before
me 21 April 1838
Wm Kennedy
Com

Reservation Case

John B. Rodeers

Deposition

Cherokee Agency East

Solly Lowry makes oath that she was well acquainted with Moses Elder a Native Cherokee Livee one half mile from Gunters Landing on the South Side of Tennessee River in the State of Alabama— Elder Resided there at the date of the Treaty of 1817 and continued his Residence there up to the day of his death which happened in the year 1820— his wife at the time of his death was Betsy (formerly Betsy Woodward) his wifes name at the date of the Treaty was ~~name~~ Polly who left said Elder and lived with Alexander Gilbreath and Elder for some time before his death and at the time of his death had for his wife the said Betsy who had one son by said Elder and is as Affiant believes the only ~~Child~~ of the said Moses Elder now living and is in the Arkansaw Country west of the Mississippi—

Sworn to and Subscribed before me April 24th 1838 — W W Wilson one of the Commissioners

Solly Lowry her + mark

Betsy Elder
vs.
United States
Sally Lowrys
Deposition

BEST AVAILABLE COPY

Cherokee Agency East

John Ahammah makes oath that he was personally acquainted with Moses Elder who Entered a Reservation of 640 acres of land on the South side of Tennessee River one half mile above Gunters Landing Marshal County Alabama under the Treaty of 1817, and in the year of 1820 said Elder was killed by Reid Gunter Affiant believes Gunter killed Elder to get the land contained in Elders Reservation or to put him out of the Gunters way that Moses Elder was living on the Place where he Entered his Reservation at the time of the Treaty of 1817 and continued to Reside there up to his death at which time Betsy Woodward was Moses Elders wife and was on a visit to her Mothers and after his death the Gunters took the possession of the Reservation ~~of Gunters~~ Betsy Elder formerly Betsy Woodward had by him one son William the only Child now alive as I believe of the said Moses Elder

Sworn to & subscribed before me May 11th 1838.

John Ahammah his mark

H W Wilson one of the commissioners

William Elder
vs.
United States
Deposition of John
Ahamah —

1818 Augt. 6th	No 195.	Moses Elders	No in Family 3	about 9 miles from Gunters Landing	

I do Certify that the above is a true Copy of the Registration of Life Estate Reservations, under the Treaties of 1817 & 1819 now on file in my Office

Given under my hand at office this 30th April 1838.

Wm Smith
Supt. Ch. Removal
& acting Agent for the
Eastern Cherokees

Copy

Mass Eldens

Registration

State of Tennessee } Personally appeared before me
Bradly County Oct 9 1838 } Hunter Langley & after being
duly sworn deth upon oath that he was well acqua
inted with Moses Eldridge a native of the
Cherokee Nation of Indians, and that said Eldridge
resided when affiant knew him at a place on the
Ten Tennessee River in the State of Alabama known
as Hunters Landing on said river a place aforesaid. Affiant is also acquainted with the fact
that said Eldridge registered his name in the
office of the Cherokee Agent under the Article
of the treaty of 1819 for a reservation of 640 acres
of land & located the place aforesaid
as the register in the office of the Cherokee Agent
will show. Said Eldridge had at the time affiant
knew him a ferry & improvement on the South
bank of said river which is the bank upon which
he made his location & Edward Hunter also
a native of the Cherokee had a reservation
granted to him under the same treaty which was
located on the north bank of said river directly opposite to said Eldridges. He also owned
the ferryboat upon the same side & endeavored
to obtain possession of the South bank also which
was then the property of said Eldridge & in his
possession. Eldridge resisted his efforts & concluded
for his right to said ferry under the provisions
of the afore mentioned treaty & opposed Hunter
upon the ground that as he had taken his reservation upon the north bank & was in the peaceable
possession of it & therefore had no right to interfere with him Eldridge. This caused a ground
which came very near terminating in a renewal
& bloodshed between the parties & consequently
made them deadly enemies to each other. Eldridge
however continued to hold possession until finally
he was implicated in being concerned with one

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Chelo. ka. hu. ha a chuckaw Indian in stealing a horse
& the Light Horse of the nation went to his residence
at Sumters Landing when he then fled to arrest
him & carry him before Charles Hicks, who was
then the chief of the Nation. When the Light Horse
arrived at Eldridges house he was not at home
but had gone on a visit to one his wife friends
in Tennessee. The Light Horse pursued him immediately to Tennessee Eldridge who had heard
of their intention to arrest him, met the Light
Horse on their way at a place called Battle
Creek on the Tennessee river not far from
Lowreys ferry on said river. Affiant was
present when they met & heard Eldridge
say that he supposed that he was the man
that they were in pursuit of he had heard
of their intention to arrest him, & he had come
on for the purpose of meeting them & going
to Hicks & standing his trial like a man.
There was something said about tying Eldridge
by the Light Horse & Samuel Carter who was
one of the Light Horse company produced
a rope & insisted upon tying Eldridge
Eldridge drew his knife & swore that he would
never submit to be tied, but would go with them
if they wished not tie him. Sumter then ordered
the Light Horse to fire upon Eldridge which
order was no sooner given than obeyed & five
guns were discharged at him & Eldridge fell
& expired in a few seconds. The persons who
shot were Edward Sumter Samuel Sumter, John
Brown, Jesse Coody & Oak Chukler. This was about
the last of August or the first of September
1819 or 20 affiant will not be positive as
to the year. affiant was present & saw the
whole affair & to his certain knowledge Eldridge
was then in possession of the improvement &

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Jerry, on the south bank of said river & had never disposed of it to any person. Edward Carter after the murder of Eldridge went home & took possession of Eldridge bank & his improvement & has been in possession of it ever since, & as affiant thinks improperly & unjustly & in violation of the rights of said Eldridge heirs. affiant further states that he not only considers Eldridge heirs entitled to the farm, but he considers them also entitled to the value of the Jerry & improvement made & owned by him at the time of his death. Betsy Eldridge now Betsy Woodard was the wife of said Eldridge at the time he was killed, & had been for some years previous, & by whom she had William Eldridge who is now the next nearest relation & only surviving heir of said Eldridges estate. &c. had another child by Billy Gilbreath who was his wife before he married Betsy, but she left him & married Gilbreath, & that child has since died, & affiant knows of no other heir except his son William.

Sworn to & subscribed
before me this day & date above written

J. R. Rogers P.t
Clerk

Hunter Langley his + mark

Hunter Langley
Deposition

February 1837

Valuation of Cops Elder Plantation
on the Tombigbee River near Gunters
Landing Alabama. Marshal County

J. W. McMillan
James A. Barron
Valuing Agents

160 Acres of			
First quality upland			
at $20.00 per Acre			
160 Acres	at $10.00		
	per Acre		
Residence	11		
160 Acres of river		160 Acres of	
bottom second		South quality	
quality at $15.00		of Ridge land	
per Acre		at $6.00	
		per Acre	

Clearing Nine Ac Acres @ $3.00 Total amount $110

Situation of
Mrs Elliot's
Plantation on the
Tampico River near
Pueblo Landing
Habana

Moses Elder's widow
Betsey Elder alias Betsey Woodward & his son William Elder
vs
The United States

Claim for Compensation for a reservation on the territory reserved by the treaty of 1819 and ~~on the territory~~ surrendered by the treaty of 1835-6

In this Case Claimants have filed before the Board of Comrs their petition alledging that on the 6th day of August 1818 Moses Elder the ancestor being then the head of a Cherokee family did in Conformity with the treaty of 1817 cause his name to be registered in the office of the Cherokee Agent for a reservation of 640 acres at the place where he then resided and had his improvements about One half mile from Gunter's Landing On the South Side of Tennessee river On the territory reserved by the treaty of 1819.- That he Continued his residence On the reservation until the time of his death being killed by violence by a Certain Edward Gunter in the year 1820.- That shortly thereafter Betsey had born his said son William Elder by his said wife Betsey.- That upon the death of the said Moses Elder, Gunter took possession forcible possession of the reservation and forcibly put said Widow & Son.- That the Ancestor and Claimants have Complied as far as practicable with the terms upon which the reservation is granted & pray the value thereof may

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be allowed them.

It satisfactorily appears to the Comrs from the Certificate of the Registry of Mess Elders, the Affidavits, the depositions of John B. Roden, Hunter Langley, John Shamrock Sally Sawney Credible Witnesses, and the affidavit of Claimant Betsey, that Moses Elder, On the 6th day of August 1818 procured his name to be entered On the Registry or Roll in the office of the Cherokee agent for a reservation of 640 acres in pursuance of the 8th Art of the Treaty of 1817 at the place where he then resided and had An improvement On the South side of Tennessee river about One half mile from Gunters Landing. That he was at the date of said Treaty [redacted] head of his registry the head of a Indian family, having then a Wife Polly Brown & One Child by her. That shortly after the registry aforesaid, his said Wife Polly Brown seperated herself from him, and wholly abandoned her said husband Carrying with her, her said Child. That afterwards in the Spring of the year 1820, she married with Claimant Betsey Elder, alias Betsey Woodward and Continued his Wife as a wife with his said Wife Betsey until the month of August 1820 when he was killed by Edward Gunby, known to Comrs to have been an influential Cherokee Chief, and who as satisfactorily appears from the testimony was desirous of getting possession of the reservation, And knew the known Elder as a means of accomplishing that object. That Gunby as appears

from the treaty of 1819 was a fee simple Reserve under that treaty, and at the time of Elders death resided on his reservation on the opposite side of the Thompson river on the territory previously surrendered to the United States - that Grantors took possession of Elders reservation and has ever since peaceably held the said Widow and her dow Claimant William Elder born about four months after his fathers death, - that by the terms of the 8th Art of the treaty 1827 said Widow was entitled to dower and said dow to the fee simple reversion in said reservation.

It further appearing to the satisfaction of said Comrs, that said Ancestor Elder in his lifetime, and said widow and dow have not sold Conveyed, or otherwise disposed of said reservation, or any part thereof, and that the reservation is situated on the territory released by the treaty of 1819, and on the territory surrendered by the treaty of 1835- C. Commissioners are of opinion that Claimants are entitled under the 13th Art of the said treaty of 1835, and the 3d supplemental Art thereto of 1836. to the value of the reservation as unimproved land, the value of the improvements thereon having been heretofore paid by the U. States. And it appearing from the Report of the Valuing agents, appointed by this board to appraise the value of said reservation, that the same as an unimproved land is of the value of $ It is therefore ordered adjudged and decreed by the Commissioners that the sum of $ appraised as aforesaid be awarded and allowed said Claimants in equal shares

or dividends for the reservation aforesaid as mentioned
herein.

Done
And Chiefs & Warriors
duly execution
duly acknowledged
by
The &c. &c. &c.

"Cause of Betsy Ellis and William his son the said=
daughter of Hannah Ellis because a Reserve
Grant Reserved under the Treaty between
the United States and Cherokee Nation of 1817
In this Cause the proof is that Hannah
Ellis Registered her Name with the Cherokee
Agent at Tellico on the 6th day of August
1818 for a Reservation of 640 Acres
of Land to be Known as 135 which Location
on the South Side of the Hiwassee River
about one half mile above Quinton
Running in what is now Marshall
County State of Alabama and in that
part of the Territory surrendered to the
United States by the Treaty of 1835 and
1836. The evidence Offered in Support
of this Claim goes to Show, that Betsy
Drennard, alias Betsy Ellis, was the wife
of Hannah Ellis in 1819 & up to the year
1820 & that She Resided on the Said Tract
the time of his death which occurred about,
or in the year 1820 The testimony of
John D. Parker, Sally Lowery and Hannah
all goes to Show that Hannah Ellis had a
Reservation at the time and Place
mentioned, and that he Resided thereon
upon his Registration up to the Spring
of 1820 when one Edmonds Guarded
from a desire of Getting the said
Ellis out of his Way, and with a view
to get his Cabin which was Known to be
valuable, Killed and Murdered the said Ellis
Shortly after which time the said Guarden
took Possession of the said Reservation
and continued the same up to the last Treaty

of 18[illegible]6 Statute in Proof that the said Betsy was about an a visit to her Mother at Salem the time of the death of said Isaac. That about four months after his decease the said Betsy was delivered of a child in her mothers house and the same person who then claim to be the heir at law of Isaac Elder and asks for the benefit of said Warrants as unimproved lands.

Reservation

Silas Eldridge

No 4

Allowed

Wilcox Estate - On the 28 March 1859 Capt Stop
Wilcox pays this person $258.31.
for 3 Months Subsistence of 9 Slaves
and 2 Slaves - @ $8.00 $258.31
but according to my Calculation -
(the certificate reads [illegible]
& you Number) I can not make out
the Exact Sum that is due
which should be taken into Consideration in the final Settlement.

7

Ailsey Eldridge

$258.21 paid by Capt.
Stephenson on the 1st
of 1837

No. 5.

In pursuance of an act of the General Assembly passed at Murfreesborough on the 23rd day of August 1822 I have received of Sayles Eldridge by the hands of Robert Cannon Eight Hundred dollars being one dollar and twenty five Cents per acre for 640 acres of land situated in the Hughes[illegible] district which land is laid down as a life estate reservation for said Sayles Eldridge

Witness my hand and seal this 11th day of January 1823

M. Nelson [illegible]

I Certify that the foregoing is a true Copy of a receipt now on file in my office

Miller Francis Treasurer
of Tennessee Nashville March 27
1837

A
Certificate of the
Treasurer of
Tennessee
in Jay la Eldridges
Case

1817 July 10	60	Lyon's Eldridge, in right of wife	3	Saml Huber	

(Alice Sept. 6. Dem. Rec'd Sec. May 17, 1837)

I certify that the above is a true copy of the entry of Lyon's Eldridge & Wife's claim & Reserve, as it is entered in the Register of Fee Estate Reservations kept in this office.

Jno. Smith Dep. Com.

L. A. Hoyt Clerk

53.

Certificate

of

Taylor Eldridge's

Naturalization

To the Hon Gen Lumpkin & Judge Kennedy Commissioners under the late Treaty with the Cherokees — at N Echota

Your Petitioner Silsa Eldridge, formerly wife & relict of Saylor Eldridge deceased respectfully represent that her husband a white man in her right as his wife, ~~the~~ their children a Cherokee Reservation under the Treaties of 1817 & 1819 — in the Hiwassee District near two miles from what is now called Philadelphia, on the Road to Blains Ferry — That they Continued there until about the year 1822 — when an act of assembly of the State of Tennessee was passed authorising & ~~compelling~~ the Life Estate Reserves — to pay into the Treasury of Tennessee $1.25 cts per acre and thus obtain a Grant ~~for~~ fee for the Land — Saylor Eldridge her husband, by Robert Cannon, paid into the Treasury of Tennessee the said sum per acre as said act required for his Reservation of 640 acres aforesaid & obtained a grant therefor See Certificate of Willie Francis, & the Record of the former Treasurer of Tennessee M Nelson these are ~~to be~~ filed marked A — Your petitioner a citizen & native of the Cherokee Nation and heir of Saylor Eldridge would ask of you to adjudicate her claim, & pay to her the said sum of $800. and the interest thereon from the 22nd August 1822 — as she is informed that provision is made in the late Treaty to pay such cases — Reference to Certificate marked B — is prayed —

Silsa Eldridge

I am the Attorney in fact for this ~~claim~~ and will see Justice done the woman — Gabriel Lovell

Petition of Celia
Eldridge widow
& heir of Taylor
Eldridge

Florence

adjudicated & allowed
by the Commissioners
Sept. 16th 1837.
Amt. of Claim including
Principal & interest
$1514.00

The State of Tennessee No. 8192

To all to whom these presents shall come Greeting, Know ye that in pursuance of an act of the general assembly of the State of Tennessee passed at Murfreesborough on the 22d day of August 1822, "entitled an act for the relief of certain sufferers", There is granted by the State of Tennessee unto Taylor Eldridge, and his heirs a certain tract or parcel of land, containing six hundred and forty acres, lying in Dixon County, in the Nineteenth district, on Sweet Water Creek, Beginning at a stake, running South eighty chains to a stake, then East One hundred and sixty chains to a stake, near the banks, then North One hundred and sixty chains to a stake, then West One hundred and sixty chains to a stake, crossing Creek with the Creek twice, then South eighty chains to the Beginning. Surveyed 15th day of April 1820 with its appurtenances to have and to hold the said tract or parcel of land with its appurtenances to the said Taylor Eldridge and his heirs forever. In testimony whereof William Carroll, Governor of the State of Tennessee, hath hereunto set his hand and caused the great seal of the State to be affixed at Murfreesborough on the

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11th day of January, in the year of
our Lord One thousand eight hundred
and thirty two, and of American
Independence the fifty seventh.

By the Governor Wm Carroll

David Graham Secretary

State of Tennessee
Stewart County } Register's office

I hereby certify that the
foregoing is a true copy of grant
No. 8192 - Given under my hand
at office this 6th day of November
1837.

C. P. Wellborn
Regr. of Co. Tennessee

No. 8.192

Sayler Eldridge

640 acres

Stevens District

Roam Co.

Cafe

for. 50

Reservation

The Heirs of

Arch.d Foreman

No 81.

Disallowed

State of Tennessee }
Bradley County }

Thomas Foreman being sworn according to law, deposes and says - That at the date of Jackson's treaty in the year, 1817, Anthony Foreman, the father of affiant, resided on his farm on Chestowee on the road leading from McNair's to Knoxville, and on the North side of the Hiwassee River, at which place he continued to reside until the time of his death sometime in the fall of said year. At the date of said treaty affiant said Father was very low in health and was daily expected to die, and was incapable of going about and attending to his own business, and from the time he was first taken sick affiant being the eldest of his Children, attended to, and had the oversight of his fathers business. When the said treaty was concluded and Reservations were allowed to be taken affiant acting for his father & the family went forward to the agents books to Register for a Reservation for his father's family at the place where his said father then resided. Affiants said father being then in such a low & precarious state of health and it being uncertain at what moment he might drop off, and he being still living so that affiant & others thought the entry could not be made in the name of the mother affiant came to the conclusion that it would be best to make the entry in the name of Archibald Foreman, he being the eldest son residing with his father. Affiant, therefore, did accordingly, on the 8th of July, 1817 cause to be entered on the Register of life estate Reservations the name of Archy Foreman, for a Reservation at the place where his said father resided, and gave in the number of the family at seven, viz the mother of the family (wife of affiants father, Elizabeth Foreman) and the children then residing at home, viz, Elizabeth, Archibald, Hilsey, Stephen, Edward, Polly and Alexander, for the benefit of whom

Thos. Sorenson

Appellant

March 1848

to be Strictly correct Them and my self living in the same Neighbourhood and near the [redacted] all the particular circumstances relative to the matter

Caleb Starr

Sworn to 7th Dec 1837 before John Kennedy one of the Comrs

State of Tennessee
M'minn County } We the under Signed do hereby certify that we are well acquainted with the Reservation of 640 Acres of Land Claimed by Archey Foremon Salem under the Treaties of 1817 and 1819 lying and being in the County of M'minn in the State of Tennessee being the place where the said Foremon Resided on at the time of Entering the same

And we believe said 640 Acres of Land in an unimproved state to be worth five thousand dollars at least given under our hands this 4th day of March 1837

Abram Duff Officer
Walter Garrett
B. H. Taylor

Sworn to and Subscribed before me A. Babcock Justice of the peace

State of Tennessee
M'minn County } I do hereby certify That I am personally acquainted with Walter Corenth Jeffer'son B. Officer and Caleb Starr who Qualified and Subscribed to the foregoing affidavids of Foremens Reservation and am also personally acquainted Walter Corenth Baldwin H. Taylor and Alexandria Officer who certified to the valuation of Foremens Reservation and believe them all witnesses and valuers to be both Competent and Credible men and would be

Cherokee Nation That he Claimed a Reservation of 640 Acres of Land in what is now M'minn County in the State of Tennessee and in that tract of Country Ceded by the Cherokee Indians to the United States by the Treaties of 1817 and 1819 ~~and~~ ~~this~~ deponents father John Officer Rented from said Foremon his cleared Land and in the fall of 1819 he received his rent for that season and demanded the possession but my father held the possession for ~~a year and some~~ some year,

And in that way Arshey Foremon Cofsed his Reservation without Receiving any thing for the same except the rent above named that is for one season as this depenent believes

and further this depenent sayeth not

Sworn to and Subscribed before me March the 4th 1837
A. McCarlock J. P.

J. B. Officer

State of Tennessee
M'minn County } I hereby certify that I was appointed by the agent Governor M'minn to pay for Indian improvements and Reservation claims Taken under the Treaties of 1817 and 1819 and Arshey Foremon a Native of the Cherokee Nation Entered a Reservation of 640 Acres of Land under said Treaties and I never paid him any thing for his improvement or claim nor did any other person to my knowledge

his wife Preshey Foremon is now residing on the South side of Hiwassee River in the Indian Country Ceded to the United States by the late Treaty

I have examined the foregoing affidavits of Walter Carruth and Jefferson B. Officer and believe them

July 1817. {Mort / Augustus / 12} Archy Forman {Dec. / Family / 4} On the road from McCrary to Knowles

Off. Supt C. Kent
New Echota Ga. Oct 17th 1857

I Certify that the above a true Copy of the entry of Archy Forman a life interest Reserve as it is entered in the book of life Estate Reservations kept in this Office

C. C. Kent

Archy Foremans
Certificate of
Registration

Dwight. 29th March 1837.

To all whom it may concern,

Be it known that I. Archibald Foreman, of the Cherokee Nation, Wst, do by these presents appoint my brother, Stephen Foreman of Pleasant Hill on mouse Creek in the old Cherokee Nation (now Bradley County Tennessee) my agent or Attorney in fact to obtain two horses which I left with William Karr Jr. who lives at my old place in the aforesaid Bradley County, & the Sd William Karr Jr. is hereby directed to deliver the Sd horses to the Sd Stephen Foreman. One of the Sd horses is a stud of a chesnut sorrel colour, the other is a sorrel mare with a large blaze in the face. Given under myhand on the day above written

In presence of,
C. Washburn

Archd Foreman

C. Agency, June 1. 1837.

Messrs Lumpkin and Kennedy, Commissioners
on Indian affairs,

Sirs,

I avail myself of the present opportunity of writing you a few lines. My object in addressing you at this time is to make a few statements in regard to a claim laid before you, by one Pretia Karr, the former wife of Archibald Foreman. I wish to say that this woman has no shadow of a claim. It is true, that a reservation was registered in A. Foreman's name in the Treaty of 1819. but without his knowledge or request. It was done by T. Foreman one of the administrators of my father's estate for my mother. The only reason why A. Foreman's name is on the list, is, that he was the oldest male person in the family, and it was thought it would be better to have the reservation registered in his name. And I, acting for my mother, and in behalf of the heirs of Anthony Foreman deceased, protest against there being any thing paid over to Pretia Karr. And I would request that there be no decision upon this claim until I shall have time to collect other evidence to establish the claim of the heirs of Anthony Foreman.

Stephen Foreman

Stephen Foreman's protest against the claim of Peter D. Kerr to a certain reservation - which Stephen Foreman claims for the heirs of Anthony Foreman.

Messrs. Chamberlin & Kinney
U. S. Treasury
Spec. Agents

No 4

B. Padens

Deposition

Cherokee Agency East

Benjamin Paton aged 44 years maketh oath that he is personally acquainted with Archy Foreman and Presky his wife that they Removed to Arkansaw in the year 1834 that Foreman was a verry Drinking man and a gambler and neglected his wife and Children and made verry little if any provision for his family and his wife had the whole care and burthen of the Children— That Archy Foreman was which affiant considers them a verry great encumbrance to his said wife instead of a help

Affiant lived within one and a half miles of said Foreman and wife and believe her to be a prudent managing woman for the support of her self and family

Sworn & subscribed
4th Sept 1839 before
Stephen Mc of the
Commissioners

Benj Paton

Cherokee Agency East

Samuel M'Connel aged 51 years
Maketh oath that he was personally acquainted
with Archy. Foreman a Native of the Cherokee
Nation and was the head of an Indian family
and resided on the ceded Territory at the time
of the Treaties of 1817 and 1819 between the United
States and Cherokee tribe of Indians and Enter
=ed the place where on the said Foreman then lived
lived who was at the time of Making said
Entry the head of a family

And continued his Residence there on
up to the Spring of 1819 when Foreman
Rented his said Plantation to a white man
named John Officer and in the fall of 1819
Foreman acording to the contract made with
Officer demanded possession but officer held
over and deprived Foreman of the poss
=ession without paying him any consider
=ation for his claim only the Rent for the
one year afore said—

Said Reserve was sectioned and sold at Knox
ville in 1820 and has been in the use and
occupation of white people ever since and is
Lotted to the Indian family

Deponant does Believe that said Foreman

never sold Conveyed or Recived pay for said Reservation or any Part there of but was by force kept out of the same — Samuel McConnell

Sworn & Subscribed this 5th day of December 1847 before the Commissioners for Thomas McKinney one of the Commissioners

1903
M. Connals
Deposition

Omaha Agency East.

John Brown aged 45 years Maketh oath
That that he is personally acquainted with
Archy Foreman and Pershy his wife that
Foreman is and has been a bad managing
man and is verry negligent in providing
for his family but is rather a nuisance
or incumberance to his family than a
help in supporting or providing for them
That Pershy his wife is as a fiant
believes an affectionate mother and a
prudent industrious managing wife

John Brown

Sworn to and subscribed
before the commissioner
this 9th day of December
1847

Wm W Wilcox

No 5

J. Bean,

Deposition

State of Tennessee }
Bradley County } Before me William H. Strain personally came Archy Foreman and Made oath that he Entered a Reservation of 640 Acres of Land under the Treaties of 1817 and 1819 Between the United States and the Cherokee tribe of Indians Deponant Says he never Sold Conveyed or received pay for the Same or any part there of but was forcibly expelled from the Same

Sworn to and Subscribed
before me December 13th 1837

Wm H. Strain
Justice of the Peace for
Bradley County

Archd Foreman

No 7

Archy Foremans

Deposition

[illegible]

[illegible]

Separation of her husband John Ware and subscribes
and acknowledges it as her own
Sworn to and subscribed
before me 16th December 1837
H. H. Wilcox
Justice of the Peace for
[illegible] County

[illegible]

Eliz. Ware

State of Tennessee } Personally came
Bradley County } before me M.C. Wilson Commissioner
~~[illegible]~~
and being duly sworn upon her oath saith that personally acquainted with Archa Foreman and his wife Rachy that they emegrated to Arkansaw in the year 1834 and lived for some time about one miles distance from deponent Archa Foreman was a very dissipated man fond of drink and a gambler & entirely neglecting his wife and family for some time it was a common talk in the Neighbourhood that Archa would come and eat what his wife could provide that he provided nothing that she was compelled for some time to live in one of the camps at a Methodist camp ground and that he wasted what little property of hers he could get and reduced her to such straightened circumstances that had it not been for the good neighbours she and her Children must have suffered with hunger the eldest Child fell sick and died Rachy had a severe spell of sick ness Deponant saw her when scarcely able to go and looked like the picture of death trying to procure victuals for her and her Children. after Archa had wasted almost every thing he could get hold of and abandoned her she prepared to return back to Tennessee Deponant is informed and believes that a trunk of Clothes and some other little property of hers was left with Benj. F. Peden to bring for her to Tennessee and after she started Archa came to Peden and took by force the property left with him

Cherokee Agency East

Walter Carruth makes oath that he was personally acquainted With Archy Foreman a Native Cherokee Indian who Entered a Reservation of 640 acres of Land in the Hogback District on the Federal Road leading From Memphis to Knoxville and said Foreman was the head of an Indian Family and living with his wife on the place he entered ~~the same~~ and at the time of making said Entry

and that said Archy Foreman is now dead as affiant is informed and believes Sworn to and Subscribed before me

this of Nov. 1838

Walter Carruth

Archy Foremans
Case

Walter Coronth's
Deposition

State of Tennessee }
Bradley County } Before me William H. Strain one of
The acting Justices of the Peace for
Said County came Mary Doherty aged 45 years and made
oath that She is personally aquainted with Pleshy
Foreman that Affiant and Pleshy moved from
Arkansaw to Tennessee to gether that after they had
traveled from the Cherokee line to the Mississippi
River Mrs Foreman was about to be left on the way
at that place, She was poor had neither Money or
provesions to travel upon and not a Relative in
the company to Affiants knowledge, her Situation was
a deplorable one. She said it was impossible for
her to reach her fathers house where she wished to
go, without some person would help her —

Affiant viewd her situation and took pity
on her and Children and Received them in her
waggon and was rather in Streightened circumstance her self but was willing to devide to the
last with a suffering fellow creature, and brought
them in the waggon to Murphys Cherokee and from
thence Bought them on horse back for her
Fathers house in Bradley County —

Through the whole of our Journey I
never saw any conduct By Pleshy Foreman
imprudent or unbecoming a Lady —

But found her an affectionate Mother
and was remarkable careful and tender of
her Children

Mary Doherty

Sworn to and Subscribed
before me Wm. H. Strain
March 20th 1838
Justice of the Peace for
Bradley County

Mary Doherty's
Deposition

State of Tennessee
Perry County

Caleb Starr, being duly sworn
deposes and says that he was once intimately acquainted with Archibald Freeman, who resided before the
Treaty of 1817, in the Chickasaw Nation near Pontotoc
Mississippi, and that said Archibald Freeman departed this life at his residence
a short time before the said Treaty of 1817, as this
affiant was informed by the widow of said
Archibald Freeman - that the said widow
Elijah Freeman - and children - resided in the Nation
for a reservation of 640 acres of land, at and to include
the place where the said Family resided - in the name of
Archibald Freeman, who was the eldest of the
children in said Family. Affiant has always
understood and believe the fact to be
so - that the said Grants or Reservations were directed
to be made, and were made at the instance of
said Archibald Freeman, for the benefit of said Family and
their heirs. Affiant has always
understood from the said Elijah Freeman, and the
family generally - that the said reservation was taken
and intended for the benefit of the said widow
Elijah Freeman - and children - of said Archibald

the said Archibald was me. At the time said Observation was taken the said Archibald resided with his mother, as a member of the family. The entry in the Register shows that there were seven in family which was the exact number of the said Widow's family and that the said number was minded, for said Family & the said Archibald had no family himself at that time that either knew of. The said Widow kept the family together until they were raised.

Sworn to & subscribed this
12th of March. 1838, before me

Caleb Starr

Wm. P. Strain

Justice of the Peace within for this County

Dated Feb 28 1838
Affidavit
Armed Occupation Act

Date	No. Reserve	Name	No. in Family	Residence
81st July 8	12	Archy Foreman	7	On the road from McNairs to Knoxville.

Off. Supt. Ch. Rens
March 9. 1838

I certify that the above is a true Copy of the entry of Archy Foreman, a life interest Reservee as it is entered on the Register of Life Estate Reservations kept in this Office

Jno Genl Nat. Smith
Supt. Ch. Rens.
J. W. Hetzel

Copy of Record
in Arch.s Forum
Reservation
— Case —

John M. Miller's

Deposition

Cherokee Agency East

John M. Miller makes oath that on the 18th day of Febr. 1838 under an order from the Commandant of the Milatary power at this place Affiant marched a Guard to Stephen Foremans some four Miles distant from this place to rescue a Girl named Sanders that had been reported to have been forcibly carried off from her parrents and if the officer found She had been forcibly carried to bring her back and deliver her to her parents

Affiant found them at Stephen Foremans Archy and her together and after some conversation the young wife said She was not forced away and ~~intended to live with Foreman~~ she did not wish to go to her parents and of the Foreman when Affiant enquired for her Shewed her to him for his wife and said if the took her away he would call on the Agent to bring her back to him again that he intended to Enroll her for Arkansaw the next tuesday

Affiant was satisfyed there had been no force used in geting the Girl off and that Foreman and her seemed determined to live together and in obedience to his order he let them Remain together

Sworn to & subscribed before me this 26th day of February 1838

John M Miller

W W Wilson one of the Commissioners -

Arche Foreman a Native Cherokee Indian
Against the United States

To the Honorable Wilson Lumkin and John Kennady Commissioners sitting as Chancelors under the late Treaty with the Cherokee tribe of Indians

In behalf of Peshy Foreman wife of the said Arche Foreman — the following argument is respectfully submitted —

It appears from the Petition on which this claim is founded that the wife appears and makes claim for compensation for a last Reserve — the same having been taken by the white people and by force of law held from the Indian family — that it is lost to the Indian Family is not to be Questioned —

That the Reserve was originally well Taken the proof makes manifest — And the main Question to be discussed is whether the wife on behalf of her [illegible] before this Honorable Court —

By the Treaty which gave rise to the Reservation Provision was intended for the wife, and Children, as well as for the head of the family — the Children had a Remainder in fee — the wife right of Dower in the Land — By the Laws of the Cherokee people in case of Separation of Husband and wife — the wife has right to and is burthened with the Children —

Presented. Petitioner is advised that the nature of the right is peculiarly the Right of the Remainder man the Children are gone by the neglect of the father and the caution of the white mans Laws. the whole man in the late Treaty is willing to do Justice in payment of Money. And the Question is made in this application to whom does the Compensation belong it certainly belongs to those who have sustained the loss and this under a clear maxim of Equity that the benefit shall be to them who have sustained the Loss. And by another Rule of Equity the father Looses all Right. He was under the Treaty a trustee to hold the Estate that the Remainder might vest.

Instead of doing so he will not contend for it, and those in Remainder because of the negligence and bad faith of the father or trustee are cast for protection upon the last Treaty. In the eye of the Law & Reason, the Money being given in place of their land

~~[illegible]~~ er home. Such is the white mans Law.

And the reason applies Strong in this case for by Taking the Reserve under the former Treaty Petitioner and her Children lost their native character. And this Loss in part must have been the moving cause in the late Treaty for giving the compensation provided.

By the operation from the Husband two things follow

first the Rights are severed and secondly forms of Proving the seperation to make the woman Sole. (a Record of Divorce is not Necessary)

The seperation by Indian law is a Right to undo the civil Rights of Mariage whenever it shall be found not to Answer the design intended by the Compact. Either can determin the Right at Pleasure; for the best of all Reasons your Petitioner Determined the Right. and that because, in all things the husband became regardless of the care of Petitioner and her Children as well in Lots of the Reserve as in providing for his helpless offspring.

Hee is therefore an unfit person to have the care of the funds provided for them

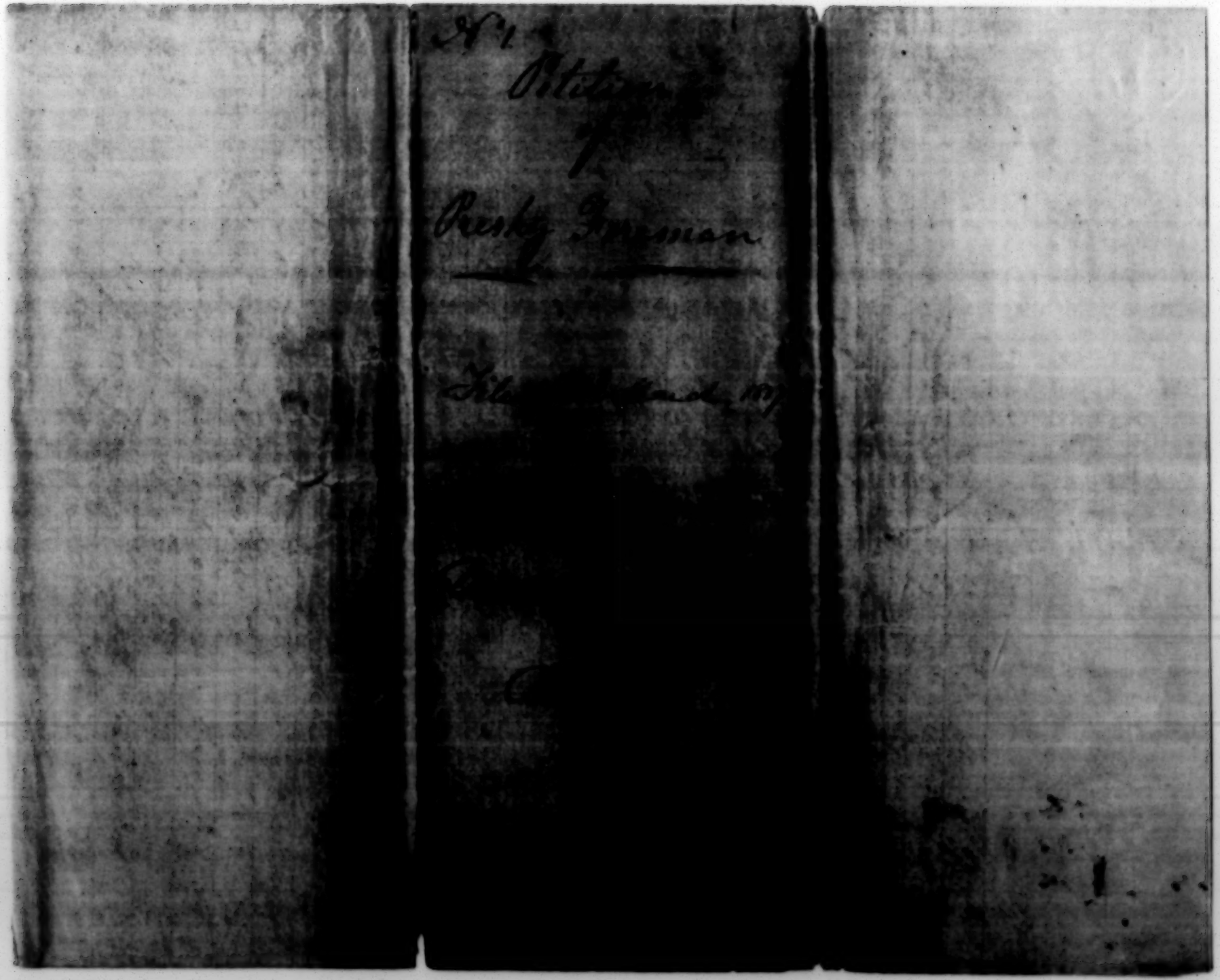
Your Petitioner is as before stated the natural Guardian as She is now Sole and incumbered with the Children as She has the incumbrance She should have the means provided of defraying her burthens—

It is with great diffidence that Petitioner presents herself before you as the most meritorious of two claimants, her former Husband on the one side & your Petitioner on the other but She relys upon her proof and the Justness of her cause—

But one other Reason should be conclusive in favour of your Petitioner the seperation is compleat. the Husband is largely in debt

net, and while the Nation is content the Commissioners of a magnanimous people will not deal in parsimony to your hitherto unfortunate off cast

A Poem. Dd. L. S. Argument in favour of Reality Freeman



and the loss of the eldest Daughter, Petitioner determined to return to Tennessee — walk work and beg for the support of her self and Children and so through Petitioners best exertions and the hospitality of Strangers through the help of Providence was enabled to reach this Country with the residue of the Children —

Petitioner having lost all hopes of the smallest aid to herself or of the raising or educating the Children from the Father or Husband — And comes to your Court Relying on the Justness of her case and the Provisions made in the Treaties for the widows and Fatherless of Reserveees —

That you will award money in lieu of the Last Reserve

That you will view Petitioner a widow with three Children or more than a widow

That in stead of providing all things necessary to Make them comfortable

That the said Archy Foreman is a great annoyance to Petitioner

Therefore the prayer of your Petitioner is that you award to Petitioner and her three Children the worth of the said Reserve in Money

Archy Foreman

Mr. Foreman

Case

Argument

The commission held by this board is one containing within itself a high trust a trust involving all the estate this complainant can even hope for - The trust emenates from a high source no less than from the president of the United States

To you has been assigned the duty of performing his will - Your complainant asks the question How would he act were he setting to adjudicate this right -

And though she knows the treaty must speak - Yet giving it a tongue he is the very last that would ~~wantonly~~ make it utter itself in language strengthened by the candid rule of Law to the U S and utter ruin to one so confiding as she has been under former treaty stipulations

No! he would say in the language of the treaty, that what we pay on this claim" is only a just fulfilment of former treaties."

In Conclusion your Compt shews that since this case has been in a course of preparation - the said foreman former husband of Compt has taken another wife. By this act your Compt is repudiated. The education of her children is now irreparably injured - And to decree against her in such a case as the present would be like the Fiat of the Fates - This in your hands she does not ~~nor will she entreat~~

Precis Foreman -

State of Tennessee, Bradley County. ss.

James Bigby Sr. being duly sworn deposeth & says— He was intimately acquainted with Anthony Foreman, in his life time, who died about the time of Jackson's Treaty in 1817 but whether before or after the date of said Treaty, affiant does not now distinctly remember. Affiant, at that time resided about one mile and a half from said Foreman's residence, and was pretty well acquainted with the affairs of said Foreman & his family— Affiant has been informed that a Reservation was taken at the place where said Anthony Foreman resided in the name of Archibald Foreman, a son of said Anthony, and the eldest of the children of said Anthony and his wife Elizabeth— Affiant has been informed that the entry on the Agents' books for said Reservation was caused to be made by Thomas Foreman, a son of said Anthony, and half brother to said Archibald— affiant was so informed by said Thomas Foreman,— who had also registered affiants' name for a Reservation at the place where affiant resided, which act affiant recognized. Affiant has always understood that the said Reservation taken in the name of said Archibald, was taken in trust for the benefit of Elizabeth Foreman, mother of said Archibald, and her children, six in number, making the number of said family seven, and agreeing with the registry.

affiant further states that the said Anthony

Jas. Biggs Dupe.

Fremont Reservation case

The claim of Peachy Foreman, the widow on behalf of herself & her children which she is the mother of by Arch.d Foreman now Dec.d

The petitioner alledges that Arch.d Foreman on the 8th July 1817, as the head of an Indian family entered his name, with the agent of the United States, for a reservation of six hundred & forty acres of land on the road from M.Nairs by Knoxville, on the territory ceded by the Cherokee tribe of Indians, by the treaty of 1819 in what is now Meigs County, Tennessee,

Sam.l M.Cornick a witness for the claimants says that Foreman at the time of taking said Reservation was the head of an Indian family & continued to reside on the land reserved up to the spring of 1819, when he (Foreman) rented his plantation to a white man, named John Officer, & in the fall of 1819 Foreman demanded possession of Officer but he held over, & would not deliver it, & duly paid Foreman the rent for 1819. Benj.a Parden sworn says that Arch.d Foreman & his family emigrated to Arkansas in the Year 1834 that he was my Father in law & made very little provision for his family Caleb Hixon sworn says that Anthony Foreman father of Arch.d resided on the land reserved, & died there about two years before the treaty of 1817, as far as he remembers, that the widow & children resided there until the fall of 1819, that the reservation was taken in the name of Arch.d the Parish of the children & the Reservation was caused to be taken by Thos. Foreman ~~the family generally~~, but was taken for the benefit of the widow & family of whom Arch.d was one, and at the time of taking said Reservation Archibald resided with his mother as a member of the family that Archibald had no family at that time that to wit Nancy the widow & the rest of the family together they lived

not the head of an Indian family, but a minor living at home in his father's family, and consequently had no right to take a reservation, that if the reservation had been made taken it is clear from the proof the reserve abandoned it in the Year 1819, he was not on it on the first January 1820, - & an opinion of Opinion that the claimant is not entitled to the value thereof as an unimproved land Total S? Claim be dismissed

Shannon County Minn Ter
Archibald Campbell
for a reservation

concluded, and reservations allowed to be taken, as they further shew and the family withdrew and the agents books, to Register for a reservation for her father family, & took a reservation on the place where her father resided, her father being sick & absent and others, that the reservation could be taken in the name of the minor, but they came to the conclusion, that she should be best to make it in the Name of Archibald, he being the oldest son, residing with his father and Witness decided to accord with, on the 8th July 1857, as they were in the number of the family, for whose joint benefit it was intended to be made a few days before? Anthonys death, he made a written will, in which he bequeathed, the farm to his widow &

Reservation

Alexander Gilbreath's
widow

No: 107.

Allowed.

Polly Brown a Native of the Cherokee Nation ap-
-plied in her own right to Register herself in the
Cherokee Agency Office for a Section of Land Confirmed
to a treaty concluded between the United States &
the Cherokee Nation on the [illegible] day of [illegible]
At the same time declaring her self to be
a citizen of the United States and Amenable to
the Laws of the said United States

Given under my hand and seal
at the Cherokee Agency this 26th day
of May 1818.

Seal

Lewis Ross Clerk
for Return J. Meigs Agent C.

Polly Brown
Wm. A. Gilbreath
application
in a Reservation

The State of Alabama } This day came personally
Marshall County ss } before me Caleb W Rogers
and acting Justice of the Peace and for the County
of Marshall and State of Alabama Byram
Hinds who being duely sworn Deposeth and Saith
that he has been personally acquainted with
with Alexander Gilbreath who was the head
of an Indian family, ever since the Latter
part of the year Eighteenhundred and nineteen
and that he was a resident of the Cherokee Nation
in Browns Valley, State of Alabama on Browns Creek and Immedi-
-ately on the Road Leading through said Browns
Valley to Gunters Landing situate about about
fifteen miles from said Landing on the south side
of the Tennessee River and that he has Lived on and
Cultivated the same place ever since to the present
date This deponent farther saith that the Lands above
described is situated and lies within the Teritory
Ceded by the Cherokee nation to the Goverment
of the united States in the year 1835
Sworn to and subscribed before me this 28th
day of February 1838

Byram Hinds

Caleb W Rogers
A Justice of the peace
for Marshall County

REPRODUCED AT THE NATIONAL ARCHIVES

The State of Alabama } This day came personally
Marshall County } before me Caleb R Rogers
an acting Justice of the Peace in and for the county
of Marshall ~~and State~~ State of Alabama Calvin Hinds
who being duly Sworn deposeth and saith That
he has been personally acquainted with Alexander Galbreath
(who was the Head of an Indian family) ever since the
Latter part of the year eighteen hundred and nineteen
and that he was a resident of the Cherokee nation
in Browns valley, ~~State of Alabama~~ on Browns Creek and immediately
on the Road leading ~~through~~ said Browns valley
to Gunters Landing situate about fifteen miles from
said Landing and ~~D~~ the south side of Tennessee
River and ~~D~~ that he has Lived on and Cultivated
the same place ever since to the present
date
This deponent further saith that the
Land above described is situated and
Lies within the Territory Ceded by the Cherokee
Nation to the ~~gover~~ of the united states
In the year 1835—
Sworn to and Subscribed before me this 28th
February 1838 Calvin Hinds
Caleb R. Rogers
A Justice of the peace
for Marshall County

The State of Alabama } This day came personally before
Marshall County } me Caleb W Rogers an acting
Justice of the peace In and for the County of
Marshall and State of Alabama William Gilbreath
who being duly sworn deposeth and saith that
he was in the state of Alabama in the year
Eighteen hundred and seventeen and was doing
Business in the mercantile Line with Alexander
Gilbreath and that he the said Alexander Gilbreath was a Resident of the Cherokee
nation and the head of an Indian Chorokee family on Browns
Valley state of Alabama on Browns Creek and Immedia
-tely on the road Leading through said Browns Valley
to Gunters Landing Situate about fifteen miles
from said Landing in the year eighteen hundred
and eighteen and that he has lived on and cultivated
-vated the same place on the south side of Tennessee
River ever since to the present date

This deponent further saith that the land above describ
is situated and Lies within the ceded Territory by
the Cherokee nation to the government of the
united states In the year 1835

Sworn to and subscribed before this 1st day
of March 1838
C W Rogers
An acting Justice of the
peace for Marshall County

Wm Gilbreath

The State of Alabama } I Richard Randles Clerk of the County
Marshall County } Court of Marshall County in the State of
Alabama do certify that Caleb M Rogers whose signature appears to the within and foregoing certificate is now and was at the time of signing the same an acting Justice of the peace in and for said County duly Elected qualified and commissioned as such and that due faith and credit is and ought to be given to all his official acts as such and that the same is in due form of law and the signature purporting to be his genuine

In Witness whereof I have hereunto set my hand and affixed my private seal (there having a public seal of office as yet) in Guntersville this second day of March one Thousand eight hundred and thirty eight and of American Independence the sixty second year

Test R. Randles Clk &c

The State of Alabama } I Louis Myeth Judge of the County
Marshall County ff } Court of Marshall County & State of
Alabama do hereby certify that R.S. Randles Esqr. whose signature & private seal (there being no public seal of office) are attached to the foregoing certificate is now & was at the time of certifying the same Clerk of the County Court of Marshall County duly authorized & commissioned as such that the same is in due form of law & the signature is genuine

Given under my hand this 2d day of March 1838

Louis Myeth
Judge of the County Court of
Marshall County Alabama

The State of Alabama.

COUNTY COURT OF Marshall COUNTY.

WHEREAS, on the twelfth day of November 1836
Alexander Gilbreath was duly appointed Guardian of
William L. Randles Infant under
the age of twenty one years, child of Lydia Randles deceased,
and said Alexander Gilbreath
having complied with the requisites of the law, in such cases made:

These are, therefore, to give said Alexander Gilbreath
in whose fidelity in this behalf we very much confide full pow
er and authority, to demand, recover and receive, all and singular, the estate real and personal, and all debts,
dues and demands whatsoever, to said Infant belonging, and to do all other acts and things concerning said guar
dianship, in as full and ample manner as if the same were herein particularly expressed

Witness Richard R. Randles *Clerk of said Court at Office, in* Guntersville
this the twelfth day of January 1836 *and of our Independence the fifty-first year.*

Teste R. R. Randles, CLERK C. C

State of Alabama }
Marshall County }ss.

I Louis Wyatt Judge of the County Court of Marshall County do hereby certify that R. R. Randles whose signature is annexed to the foregoing appointment of Guardian is now and was at the time of signing the same Clerk of the County Court of Marshall County duly commissioned and authorized as such; and that the same is in due form of law

Louis Wyatt
Judge of the County Court
of Marshall County

Letter of Guardianship
Wm Gilbreath
pm Canal

Copies of letters ipsum
to Alf. Galbreath
fa Wm Parrotts
Valuation
21 May 1836

Polly Brown's
Certificate of
Registry —

Date	No. of Reminder	Name	No. in Family	Remarks
1838 May 25	105	Polly Brown, a Native	2	Creek Path Town, on the road leading from Gunter's Landing

Off. Supt. Ch. Remr.
May 22, 1838

I certify that the above is a true copy of the entry of Polly Brown, a Native & late Cherokee Reservation, as it is registered in the Book A Life Estate Reservations kept in this Office

for Genl. Nathl Smith
Supt. Ch. Remr.
R. Bell Colyer

Alex. Galbraith

Affidavit.

Cherokee Agency East

Alexander Galbreath makes that he is the husband of Polly Brown a native Cherokee woman who registered for a reservation under the Cherokee treaties of 1817 & 1819 at Oak Hath Town on the road leading from Gunters Landing on the South side of Tennessee river in what is now Marshall and Blount Counties in the State of Alabama, - that she has been his husband since the year 1838, and knows she never sold or conveyed or otherwise disposed of said reservation or any part thereof, nor has affiant ever done so

Sworn to & subscribed before
me this 22 day May 1838.

A. Galbreath

W. W. Wilson one
of the Commissioners

Testimony of Capt
Cate in the case
of Alex Galbreath
Reservation Claim
filed 22 day 1838

Cherokee Agency East.

The undersigned John Brown, James Spencer, Robert Lovett, John McCullough

make oath, that they were acquainted with Polly Brown a widow now Polly Galbreath wife and before the Cherokee treaties of 1817 & 1819. That she was then the head of an Indian family and a native Cherokee. That she entered for a reservation under said treaties as affiants are informed at the place where she then resided and had an improvement at Creek path Ferry on the road leading from Gunter's Landing on the south side of Tennessee river in what is now Marshall and Blount Counties in the State of Alabama and on the territory lately ceded by the treaty of 1835. That she continued her residence thereon from the time she registered for the same until the treaty of 1835 and cultivated a farm thereon and is still in possession thereof. That she is now the wife and has been for many years of Alexander Galbreath a white man.

That she has not, nor has her husband Alexander Galbreath ever sold or conveyed said reservation or any part thereof to the knowledge information & belief of affiants. affiants are well acquainted with the lands in the vicinity of said reservation and are also well ac-

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= quainted with said reservation and are of opinion
that said reservation at the date of the
late Cherokee Treaty ~~is~~ were valued as unimpor-
= ved land is worth ~~fifteen~~ three dollars ~~per acre~~
affiants believe ~~One half~~ two thirds of ~~said~~ is bottom land
and all valuable of the Reservation is upland of
the best quality.

Sworn to and subscribed before
me this 22d. May 1838.

John Ross

James Spencer

Ralph + Lovet
mark

John + McCallen
mark

Polly Galbraith
versus
The United States

Polly Galbreath
versus
The United States } Claim for ~~Compensation for~~ the value of a reservation ~~under~~

In this Case Polly Gilbreath wife of Alexander Galbreath formerly Polly Brown has filed her petition before the Board of Comrs Claiming under the Treaty of 1835-6 Compensation for a reservation by her Taken as the head of an indian family on the 25th of May 1818 under the treaty of the 8th of July 1817 at Cook Walk Town on the road leading from Gunter's Landing on the South side of Tennessee river in the County of Marshall in the State of Alabama, On the quantity reserved by the treaty of 1819

In this case It appears to the Satisfaction of the Commissioners upon the Certificate of Registry that depositions of Biram Minds Calvin Minds William Gilbreath John Brown James Spencer Robert Lovick John McCalla and Alexander Galbreath that Claimant On the 25th day of May 1818 aforesaid Became her name to extend on the Register or roll in the office of the Cherokee Agent for a reservation of 640 acres pursuant to the 8th art of the Treaty of 1817, that She was then a widow and head of an indian family and entitled to the place On which She resided and had an improvement at Cook Walk Town ...

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the road leading from Genters Landing on the South
side of Tombigbee river in what are now the Counties of
Clarke & Marshal in the State of Alabama and on the
Territory ceded by the Treaty of 1809. that she after-
wards Married and is now the wife of Alexander
Galbreath, - that she from the time of her said age to
and with her said husband since their said Marri-
age has continued the occupation of, and to reside
upon said reservation until the date of the treaty of
1835 = 0 and in all things has in the opinion of the
Comrs Complied as far as practicable with the terms
upon which the reservation was granted. The Comrs
are from the proof also satisfied, that she has not
sold Conveyed or otherwise disposed of said reserva-
tion or any part of it and are of opinion
that Claimant under the Provision of the 13th
Art. of the Treaty of the 29th Mar. 1835 and
the 3d. Supplemental art of the 23d. May 1836
is entitled to the unimproved value thereof, having
been paid by this board the value of the improve
ments thereon. And it appearing from the re-
port of U. Valleing
(agents appointed by this Board to appraise the value
of said reservation as unimproved land, that the
same is of the value of $.

Therefore it is considered adjudged and decreed
by the Comrs that the said sum of $

aforesaid be awarded and allowed said Claimants for said reservation

Valuation of
Pelle Bisson's
Reversion on
Grete Knudsen

Feb 1837

Valuation of Polly Brown wife of Alexander
Galbreath Reservation south side of Tennessee River
Browns Valley Marshall County Alabama

J. M. McMillin
James A. Bacon
Valuing Agents

To the Hon. Commissioners under the late Cherokee Treaty sitting to adjudicate claims -

The petition of Polly Galbreath formerly Polly Brown a native Cherokee Woman respectfully to your honors, that being the head of an indian family residing East of the Mississippi river in the Cherokee nation, She registered her name on the 25th of May 1818 for a reservation pursuant to the provision in that behalf in the Cherokee Treaties of 1817 & 1819 at Creek Path Town, on the road leading from Gunter's landing, in what is now Marshal County, in the State of Alabama, and on the territory ceded by the Cherokee Treaty of 1835-6, - A Certified Copy of which registry is hereto annexed as a part of this petition, - Your petitioner had an improvement, and resided thereon on said reservation at the date of said registry, and had continued her residence and cultivated a farm thereon ever since, and still continues in possession thereof; That since her said registry She intermarried with a certain Alexander Galbreath a white man and is yet living in lawful wedlock with him, - That She has not, nor has her said husband ever sold conveyed or otherwise disposed of said Reservation, or any part of it, - She is advised she is entitled to the value of said reservation under the Cherokee Treaty of 1835-6. And hereby relinquishes to the United States all right title and interest in and to the same upon condition the said value thereof shall be adjudged her, & prays the Hon Comrs for whom the same, & as in duty bound &c

Polly Galbreath

By her atto John F. Gaither

Petition of
Polly Galbreath
alias Polly Brown
Reservation Claim.

No. 105.

Please
Allowed
Deed Written up

Reservation

Nancy Graves

No 96

Disallowed

New Echota [illegible] Nancy [illegible] a native Cherokee
[illegible] Sheppy that She was
a resident of Bread Town near Etawah
River a great many Years ago and that Gm'l
Mackintosh of the Creek Country was Her Son-
in law by intermarriage with one of Her
daughters She was in the habits of acting
the part of friend for Her in many respects
and as She has been informed enrolled for
a return Claim for Her and in Her name which
was allowed under the treaty of 1817 and con-
firmed under that of 1817. and which has
Rec'd. and additional Compensation under
the treaty of 1835 and Supplement appended
to the same which return was to have
been taken so Soon as a treaty Should be made
and so as to include Her said improvement
in Bread Town as aforesaid She wants rest to
a Cherokee by the name of Ben Lifted and Lucy
Blackburn for the Tract whereon She lived exactly.
She also represents that Her Husband with whom
She lived at that time became disagreeable to
Her and drove Her off from the said plan which
is the way that She got out of possession &
the only reason why She did Left it not
how She had it in Her power ever to get back
in possession of Her said plan since that time
Her said Husband dammering over Her and pre-
venting Her until She grew out of heart
and ceased to try any more She has always
been ready to have Rec'd or complied with
the Requirements of the United States respecting
this affair and hopes now that that is as
much as She is ready to start for Arkansaw
and even on Her way that Her rights will
be regarded and allowance made to Her in
the same way and proportion as is done to

other under Like circumstancy

Signed before us this 14th Oct 1837

Fox Saylor — her / Nancy ✕ Gray / mark

Henry G Sutton

We do hereby certify that we have been acquainted with [illegible] Nancy Gray for a great many years we are also acquainted with the Region of Country up and down Etawah River and with the people who have resided there for a number of the Last year and we have no knowledge of any other person of that name but herself

Sworn to the 16th 1837

her / Nancy ✕ Gray / mark

her / Tyeskin ✕ Quantuater / mark

Fox Saylor

Archd. Foreman

her / John ✕ Daugherty / mark

Sally ✕ Hughy

Nancy Gray and her Relinquishment

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Petition of Mary Clarke
for a Grant of Land
in Bladensburg
Prince Georges County

Dismissed.

The Proof is that Mary Grant the husband began her act & then died the Heir, that she has not sued in the same for many years &c

(Decided 1st Nov 1824)

Georgia
Forsyth County } We undersigned make oath that they have been acquainted with the said Nancy Geary who claims a Reservation on Etowah River and that they do not know of any other Nancy Geary or person by that name who could have any claim to a reservation under the Treaty of 1817 Her plan of occupation at that time lay on Bread Town on or near the said Etowah River and also that she lived there for some few years after the said Treaty and had some improvements on the plan which continued to be in her occupation until her husband Adam Geary departed this life and drove her off from those premises which she has since laid on the said plan They confirm the general Statement of said Cancellor and Mrs. Davis x Blackburn
his mark
Mary her + Blackburn
mark

Sworn to & subscribed before me this 28th day of April 1838
Martin Robert J.I.C.

Georgia } I do hereby certify that Lucy
Forsyth County } & Mary Blackburn are persons of high credibility and that their oath or affirmation ought to be fully relyed on by any & the persons there
Given under my hand this 28 day of April 1838
Martin Robert J.I.C.

Elizabeth Rivers } Chatham County } Personally came before me
Nancy Gray, who is called by the
but took her oath and that She the said Nancy is
an honest and good woman She is not known
to the part of Sir Irving entitled to a reputation
that She knows the plan drawn She the said
Nancy had an improvement which is on the said
Island known as the plan of Little Brian Tiby She does
not know exactly how long Nancy first
came to the said plan but it has been a long time
ago She further says that a negro by the name
about it is about 16 or 17 years ago since the
husband of the said Nancy (Nancy Gray) died actu-
ally beat and abused the said Nancy, for no just cause
and drove her off from home She would be
married for all you know to return to the said plan

any more to live or occupy but in a few short
time after sold the plan and put the money in
his own pocket immediately for the said Nancy
his wife did not or had it in her power to get
the plan any more

Sworn to & subscribed before
this day of 1838

Georgia } I do hereby certify or affirm
Chatham County } that I saw the person herein
mentioned sign or execute the
Nancy (which the above Statement was taken down
from her own words, and that it is a true
Statement in the case as given by herself
Sworn to and subscribed before
me this 25th day of April 1838 }
Martin Roberts J.P. }

her
Mary + Blackburn
mark

Certificate of
Registration
No. Grams &c
14 April
1868

Nancy Graves. enters 646 Acres of Land on
the eighteenth District in the State of Georgia
on the 14th April 1818 Survey formerly
2. Non Observation 77 Taken from
the Records in the Surveyor in Conformity
of the late Removal of Spin 10th
January 1839 - W M Meriwether

In relation to
Claim of Nancy
Graves for a
Reservation

Petition
of
Nancy Graves
for
Reservation

To the Honorable the Commissioners for the Cherokees under the late treaty

The petition of Nancy Graves

Respectfully represents that being fully entitled under the provisions of the treaties of 1817 & 1819 She registered her name agreeably to the provisions of the said treaty for a reservation on the Etowa River in that part of the Cherokee nation now included within the County of Forsyth in the State of Georgia, including her improvements and that She has never sold or voluntarily abandoned the same, nor has She received any payment therefor & the improvements thereon, but continued to reside thereon until forcibly expelled, and She further avers [redacted] that She is informed & believes that She is entitled to Compensation under the provisions of the late treaty & She therefore prays the adjudication and award of the [redacted] Commissioners thereon &c. &c. &c.

[redacted]

[redacted]

Case of Mary Grams in her own name was Rejected for a Reservation of 640 Acres of land on the Reservation in the State of Georgia under the treaty of 1817.

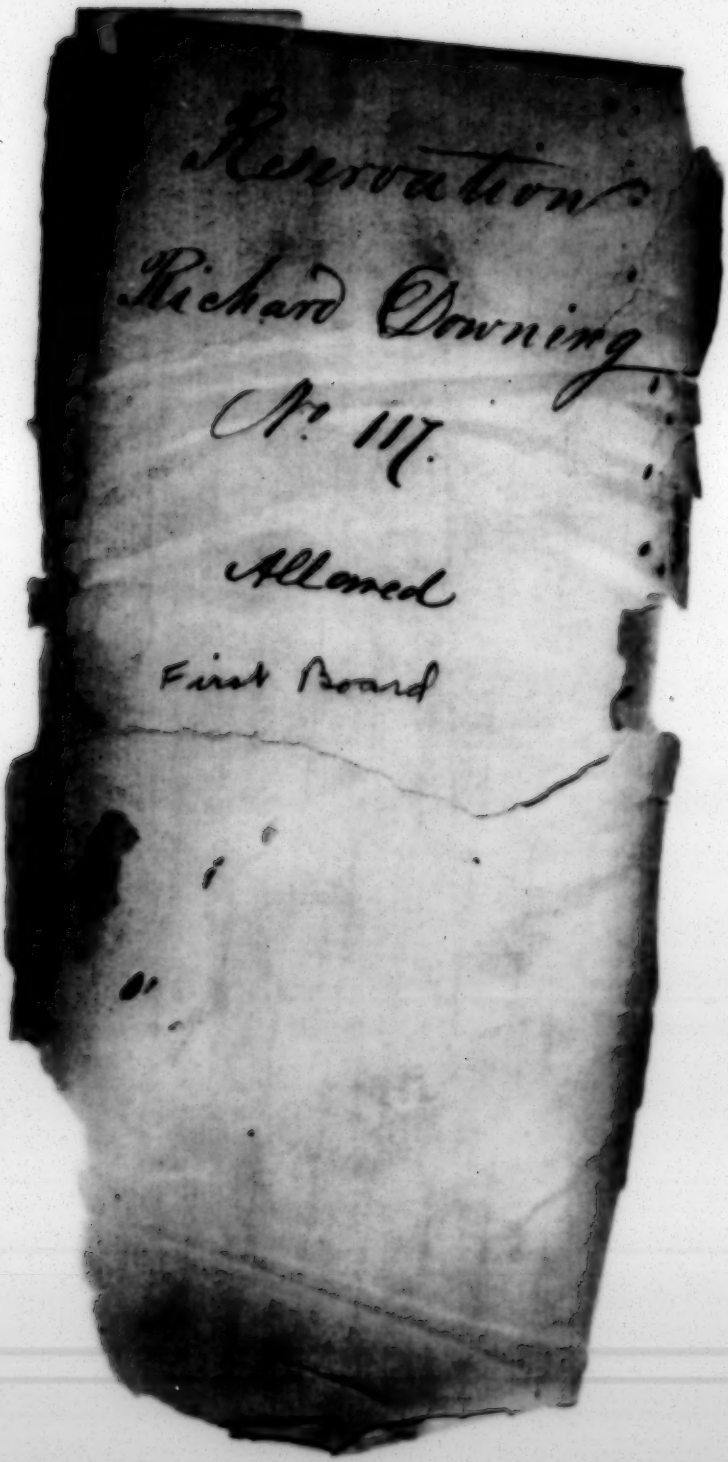
On appeal from a decision of the Board of Commrs. that Mary Grams might enter her name with the Choctaw Agent at Miss. on the 14th Day of April 1818 No Reservation 77 in which case she would have been entitled to a life Estate to herself with a Reversion in fee to her children - for 640 Acres of land in what is now the State of Georgia on the Hightower River &c.

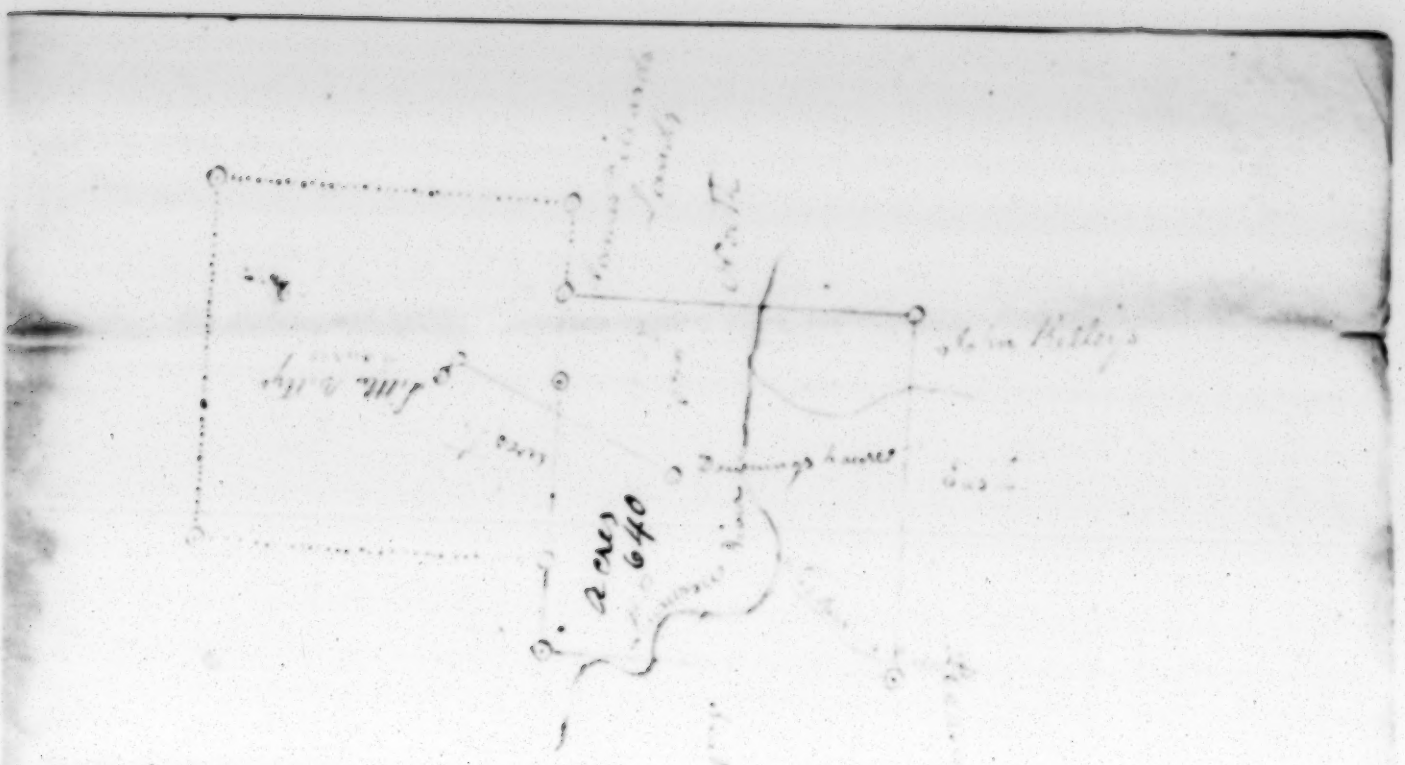
- The applicant alleges that Samuel McIntosh of the Creek Nation was her Father and that he was in the habit of sending to her Children as they grew in many Respects, and as she has been informed enrolled for a Reserve for her & in her name, which she thereby was allowed under the treaty of 1817. which Reservation was to have been taken so as to include her improvement she refers the Commrs. to a Letter for information as to the exact spot of the Land. She also states that she & her husband with whom she lived at that time did not agree well together, that he drove her off, that this is the way she came to be out of Possession and is the only Reason why she never left it the Reservation, & that she has never had it in her Power to get into the Possession since

Sworn to, before me this 9th May 1820 that her husband told her Sam Grams dead to beat and abuse her but to Say & he formerly drove her off but the exact time he cannot Recollect, but does Recollect it was some 16 or 17 years ago. that he Grams had the Place taken as a Reservation & that she went into his own Family &

In this case the Commissioners are of the opinion that Mary Graves is not entitled to Bounty for the following Reasons In the first Place they consider the Declaration not well taken the being at the time of Registration the wife of Adam Graves and living with him as is shown by the witness as well as by her own Statement and Declarations Secondly We are of the opinion that She did not comply with the Stipulations of the treaty as far as Practicable in abandoning the Reservation admitting it had been well taken in the first Place in as much as that she was in her own County where the Chippewa Annuities would have Ceased for her Participation at any & all times That it appears She acquired in the Center or Composite Summer of 18 years, her Claim for Reinstatement is therefore Rejected believing She is not in Justice entitled to any Compensation whatever — This 10th January 1849.

Mr. Graves
Mary


Reservation
Richard Downing
No III.
Allowed
First Board



State of Georgia
Bryan County

This above Plat correctly represents a Tract of Land containing 640 acres Surveyed by me for Richard Downing as a Reservation commencing at the places of said Downing Dwelling House in the year 1819 and bounding as follows viz. 50 poles to a Stake and South 160 poles to a Stake Distant from the House of Little Billy Other Reserves thence South 160 poles to a Stake in Osses Carters field on the North side of Billys Creek thence East 640 poles to a River above the Bridges on the State Road thence North 160 poles to a Stake near Pleasant Walls thence West 320 poles to a Stake on the Bank of the River thence West 320 poles to the Stake thence North 160 poles to a Stake near James Dillards on Little Billys Reservation Line thence

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with said Lines 160 poles to the Bigining having such forms and Marks as are Represented by the foregoing plat. the plat annexed is marked by Dotted lines Represents the Reservation of Littles Betty Lying so near the Dowing that the Dwelling houses the places where the Land will plainly appear could not be Included the Center of Each line and 104 poles apart Consiquently the Dwelling houses of Downing is only 52 poles from his western boundary

With c
that A
When h
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Good
was.
treato
Abam
Corwin
be wo

Came to
183
Georgia
Pabun
before
Said
to be
they

Sworn and Subscribed before me this 17th day of November 1838

Jno Thomason Justice

Georgia Pabun County } This day personally came Thomas Kelly before me O H Dickinson an acting Justice of the Peace for said County and made oath in due form of Law that he was personally acquainted

O H Dickinson JP

With a Cherokee Indian Named Richard Downing
that Resided in Eastatoe Valley including the place
where the Locus stake road crosses the Tennessee River
and that he was acquainted with said downing
before the treaty of 1819 and that the said downing
took his reserve under the treaty of 1817 and has
been acquainted with him ever since and he has
Good reason to believe that the said downing
was forced from his possessions by fear and
threatenings of the whites and that he did not
abandon it by his own free will and he
Considers the Reserve of the said downing to
be worth five Thousand Dollars sworn to and
Subscribed before me this 19th of November
1838

O J Dickerson J P

Thomas [illegible]

[illegible]

Georgia } Johnson Moore came
Raybun County } personally before me D. L.
Dickerson an acting Justice
of the Peace for said County and made
oath that he was well acquainted with Richard
Downing for a number of years before the Treaty
of 1819 and since. That he is also well acquainted
with the Place where he lived on the Bank of Tennessee
at a place called Eastabees where the State or
Coosa State Road crosses the Tennessee River
being the same place where said Downing
entered his Reservation affiant further States
that in the year 1822 he moved into the
Settlement near said Reserve Downing had
then left his Improvements and moved away affiant
well recollects that it was the talk in the
neighbourhood 1821, that Downing had been
forced to leave his Reserve by the whites who
moved into the County from affiants
knowledge of Downing he has no doubt
but that he left his Lands from fear of the
whites and not with Intent Voluntary to
abandon his Claims Sworn to and Subscribed
before me this 30th 1835 — affiant
further States on oath That he considers
the Lands contained in said Reserve as
Surveyed To be well worth Five Thousand
Dollars —

his
Johnson (Moore
mark

Sworn before me
This 30th Jan 1835
D. L. Dickerson J P

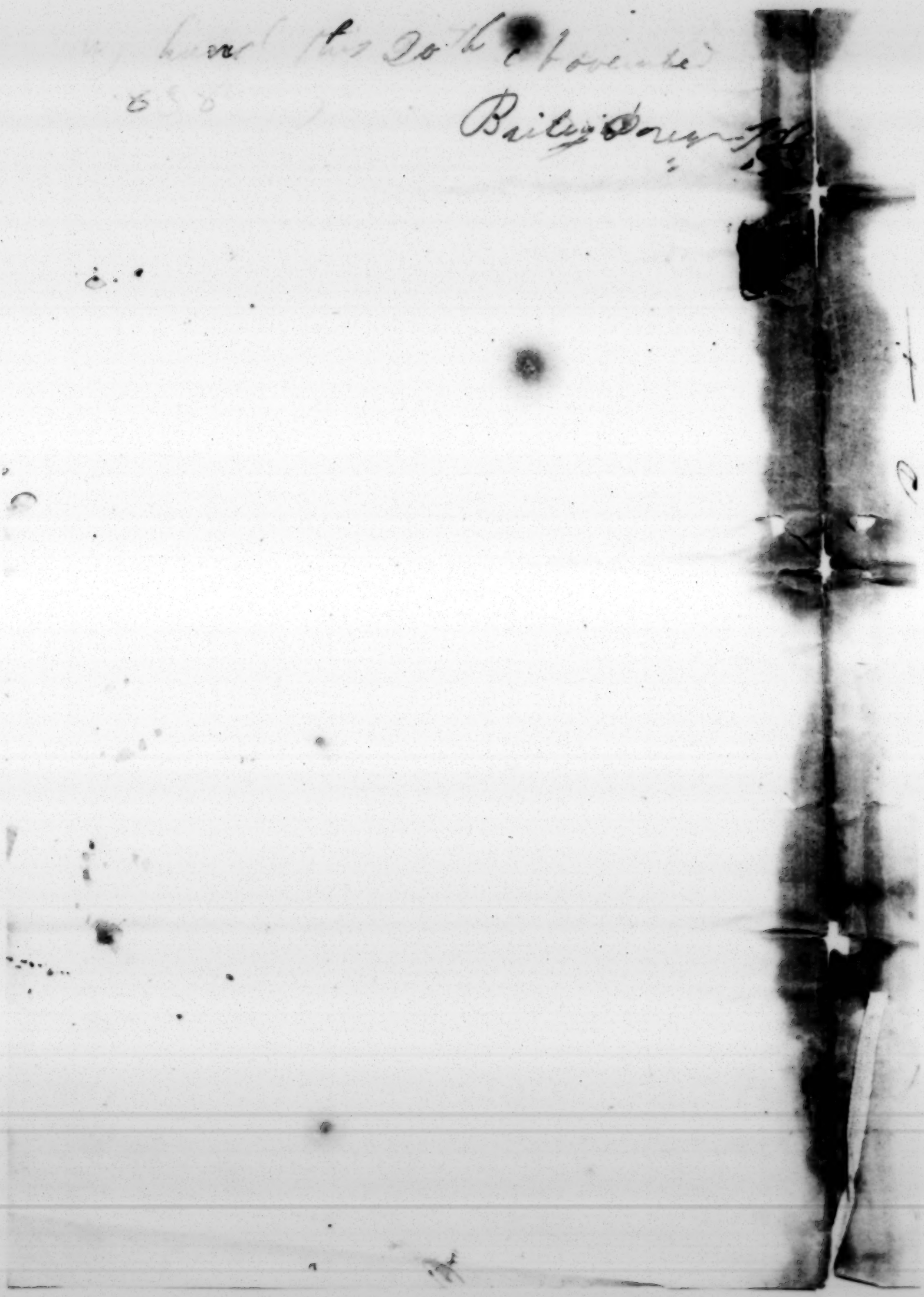
that [illegible] Commissioner
whose name appears to the
above and foregoing Certificate
is at this time and was at
the time of signing the same
an acting Justice of the Peace
in and for said County, duly Sworn
according to law.

Given under my hand and Seal
of office this [illegible] day of November
1838

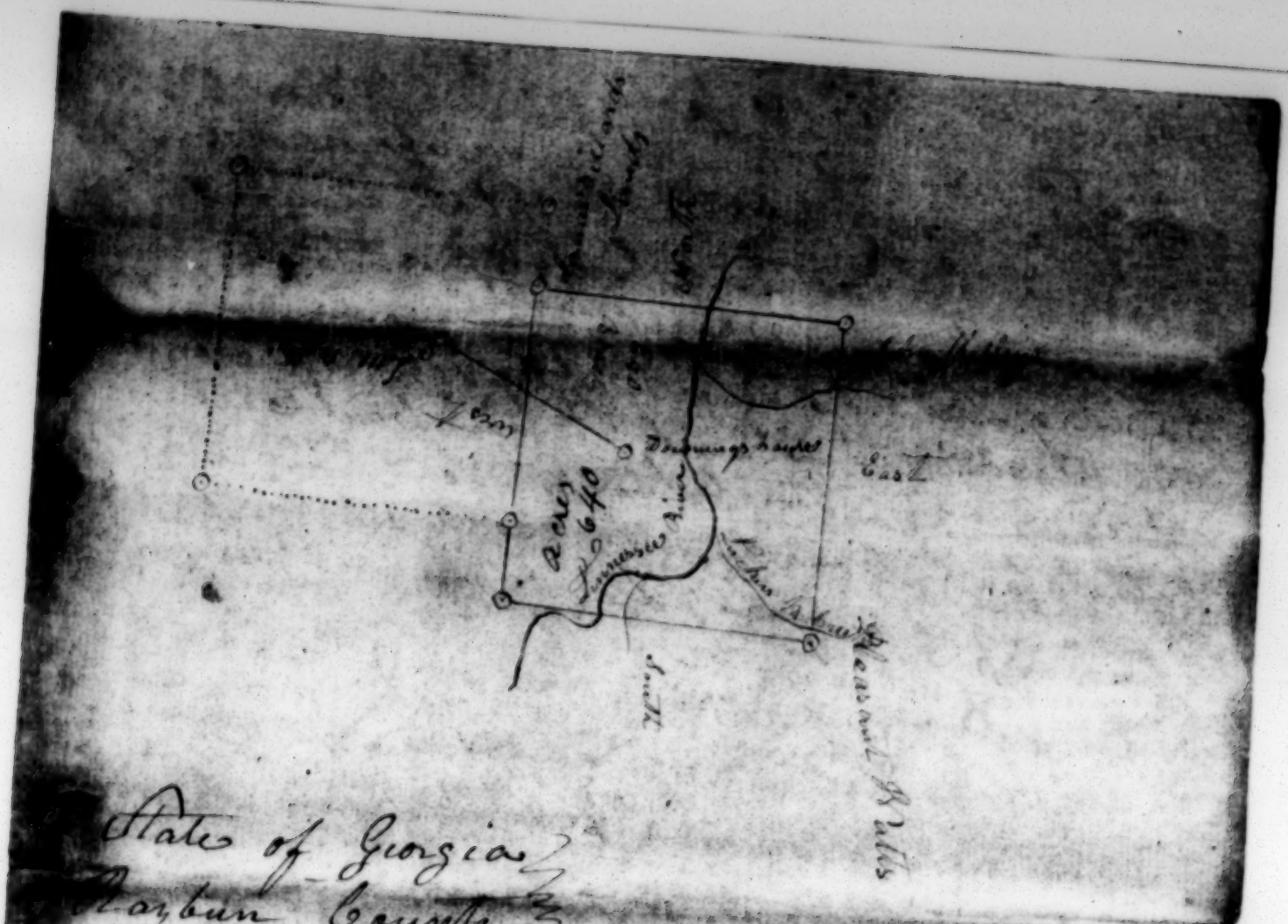
[illegible]

I [illegible]
Clerk of the Circuit
Court of said County
whose name appears
to the foregoing
Certificate is now and was
at the time of signing the same
a duly acting Justice of the Peace
in and for said County and that
the said Certificate
is in due form of law
and entitled to full faith
and credit as such
Justice of the Peace
[illegible]

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Reservation
Endinc
Richard Deming



State of Georgia
Clayton County

the above Plat Correctly Represents a Tract of Land Containing 640 acres Surveyed by me for Richard Downing as a Reservation Commencing at the place whare Said Downing Dwelling House Stood in the year 1819 and Running Due west 52 poles to a North and South Line Equally Distant from the Houses of Little Billy an Ther Reservee Thence South 160 poles to a Stake in Sipsee Carters field near the mouth of Billys Creek Thence East Crosing the Tennessee River above the Bridge on the State Road 320 poles to a Stake near Pleasant Watts Thence North 320 poles to a Stake in John Kellys Field Thence west 320 poles Crosing the Tennessee River to a Stake near James Dillards Stable on Little Billys Reservation Line Thence South

With a Cherokee Indian Named Richard Downing
that Resided in Eastatoe Valley including the place
where the Locus stake road crosses the Tennessee River
and that he was acquainted with said downing
before the treaty of 1819 and that the said downing
took his reserve under the treaty of 1817 and has
been acquainted with him ever since and he has
Good reason to believe that the said downing
was forced from his possessions by fear and
threatenings of the whites and that he did not
abandon it by his own free will and he
considers the Reserve of the said downing to
be worth five Thousand Dollars sworn to and
Subscribed before me this 19th day of November
1838

Thomas Wilson JP

with said Lines 160 poles to the Bigining having such forms and marks as are Represented by the foregoing plat. the plat annexed is marked by Dotted lines Represents the Reserved line of Littles Settling so near Mr Logan Dowing that the Dwelling house the places where they Stands Plainly appears Could not be Run Leaving the Settlers their lines out of poles apart Consiquently the Dwelling house of Logan is only 50 poles from our Western Boundery

Georgia Clarke County } This day personally came Thomas Kelly before me D. M. Dickinson an acting Justice of the Peace for said County and made oath in due form of Law that he went personally acquainted

Georgia } John More came
Rayburn County } personally before me, D. D.
Dickerson an acting Justice
of the Peace for said County and made
oath that he was well acquainted with Richd
Downing for a number of years before the Treaty
of 1819 and since that he is also well acquainted
with the Place where he lived on the Head of Tinny
at a place called Eastatoes where the State or
Locust Stake Road crosses the Tinnessee River
being the same place where said Downing
entered his Reservation affiant further States
that in the year 1822 he moved into the
Settlement near said Reserve Downing had
then left his Reserve and moved away affiant
well recollects that it was the Talk in the
neighbourhood 1821 that Downing had been
forced to leave his Reserve by the whites who
moved into the country from affiants
Knowledge of Downing he has no doubt
but that he left his Lands from fear of the
whites and not with intent Voluntary to
abandon his claim. Sworn to and Subscri
=bed before me Nov. 20th 1838 — affiant
further States on oath That he considers
the Lands contained in said Reserve as
Surveyed to be well worth Five Thousand
Dollars —

John More

Jno. Dickerson J.P.

Georgia } I James Blair
Rayburn County } Clerk of the Inferior
Court of said County do certify

above [illegible]
the time of subscribing the same
as acting Justice of the peace
in & for said County, Given
under my hand and Private
Seal there being no Seal of
office this 20th of November
1838 Saml L Bleckley
Clk

Clerks
Rabun County } I Bailey Lovan
Inferior Court of said County do
hereby certify that Samel Bleckley
whose name appears to the above
certificate is now and was at
the time of signing the same the
acting Clerk of the Inferior Court
of said County and that due
faith and credit ought & should
be given to his official
signature as such & that the
same is in due form of
Law Given under

State of North Carolina } Before me.
Macon County } Samuel Sanders

an acting Justice of the
Peace for Said County Richard
Downing and made oath that
he Registered his name with the
agent of the Cherokees nation for a
Reservation. under the Treatys of
1817 and 1819 and Remained on his
Reservation untill the year 1828
when Some white whose names
is unknown to him came and
Ordered him off Saying The Land
Belonged to them under the law
of Georgia. and he Should not
Remain any longer on it he
States that but for fear of his
Life he would not have left
his Reservation that he never
Did abandan the Same that
his Entery was made at Estatoe on
the heads of Tinnessee River that he
was living on his Reservation when
he Entered. that he has never Sold
or Conveyed the Same by Deed
or otherwise. Sworn to and

and Subscribed before me this
this 27th Day of April 1838.
Test Sam Saunders JP. Richard L. Downing
mark

I Samuel Sanders do Certify that
I am well acquainted with
Richard Downing who has made
the foregoing Depositions and
Believe him to be a Respectable
Cherokee and Entitled to full
Credit on Oath Given under my
hand this April 27th 1838.
Sam Saunders JP

Richd L Downing
mark

North Carolina } Before me Samuel
Macon County } Saunders a Justice of
the peace for said County
Personally came Jonathan Blythe
and made oath that he has been
well acquainted with Richard
Downing who Claims to have Entered
his name for a Reservation of ~~land~~
of Land under the treaties of 1817 and
1819 affiant States that he has been
well acquainted with the place where
he said Downing Lived at the time he
Entered that he remained on the
Reservation until 1821 and still
Continues to Claim the same affiant
States that he Verily Believes said Downing
would have still remained on
his Reservation but for fear of the
the white people who had drawn
the Lands and who informed the
Cherokees that they could not Longer
Remain where they were affiant
States that he Verily Believes said
Downing was Induced alone by
fear of the white people to leave
his Reservation, and not with any
Intent to abandon the same Sworn
to and Subscribed before me This
28th Day of april 1838 Jonathan Blythe
test
Saml Saunders J.P.

J. Blythe Affd.

Lt. R. Downing

Reservation

Capt

State of North Carolina — This day personally appeared before
Macon County — me Saml Saunders one of the acting
Justices of the Peace for said County Lake Barnard
and after being sworn deposeth and saith that in
the month of March of 1830 he moved from North Carolina
to Georgia on Ratcon County. And that he moved an Indian
Dick Downing's old dwelling house, but the said Dick
Downing held state the possession of one small house
which he almost keeped locked all the time with his
little Lumber in and that during the
following Summer the said Indian Dick Downing
moved over into what was then the Indian Country
and that he the said Lake Barnard was put into the
possession of said Dick Downings old house as above
described by a white man by the name of Charles Foley Sept
sworn to and subscribed before me this 9th day of
March 1838.

Saml Saunders J.P.

I Samuel Saunders an acting Justice of the Peace
for said County and do certify that Sam will appears
to me the Lake Barnard whose signature appears to the
above affidavit and do say that any of his statements
either upon oath or otherwise is entitled to full credit
and I do believe his statement as above set forth
I do here unto set my hand and seal this 10th day of
March 1838—

Saml Saunders J.P.

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Jacob Barnard's
Affidavit in
the Farmington Case

2.00 —
11.000
.300
500
14.000

No 4

Jacob Barnard moved into Jackson County
Georgia in March 1820 into an old house
of Duke Cummings — & had Smallpox
while he generally kept Confined — he
does think after moved off into the
Nation — Not Evidence of any force

Clerk Bowman
Love.
Rabun County
Georgia

State of North Carolina } I John Hall Clerk of
Macon County } the Court of Pleas and
Quarter Sessions for the County aforesaid.
Do hereby Certify that Samuel Saunders Esq. (and
was at the time of his signing the Deposition
to which this seal and Certificate is appended)
An acting Justice of the Peace in, and for the
County of Macon aforesaid, And that full
faith and Credit is, and ought to be given
to all his official acts. as such.

In testimony of which I have hereunto set my
name as Clerk aforesaid, and have affixed the
publick seal of my office. Nov. 3rd 1838.

John Hall Clerk
By James Whitaker D. C.

Mr. B. K. Downing's

Certificate

819 Sept 19 1836 Richard Downing at Eastbay

Off. Supt. N. Mex.
May 10. 1838.

I certify that the above is a true Copy of the entry of Richard Downing a life interest reserved as it is entered upon the Register of Life Estate Reservations kept in this Office

A. Harvey

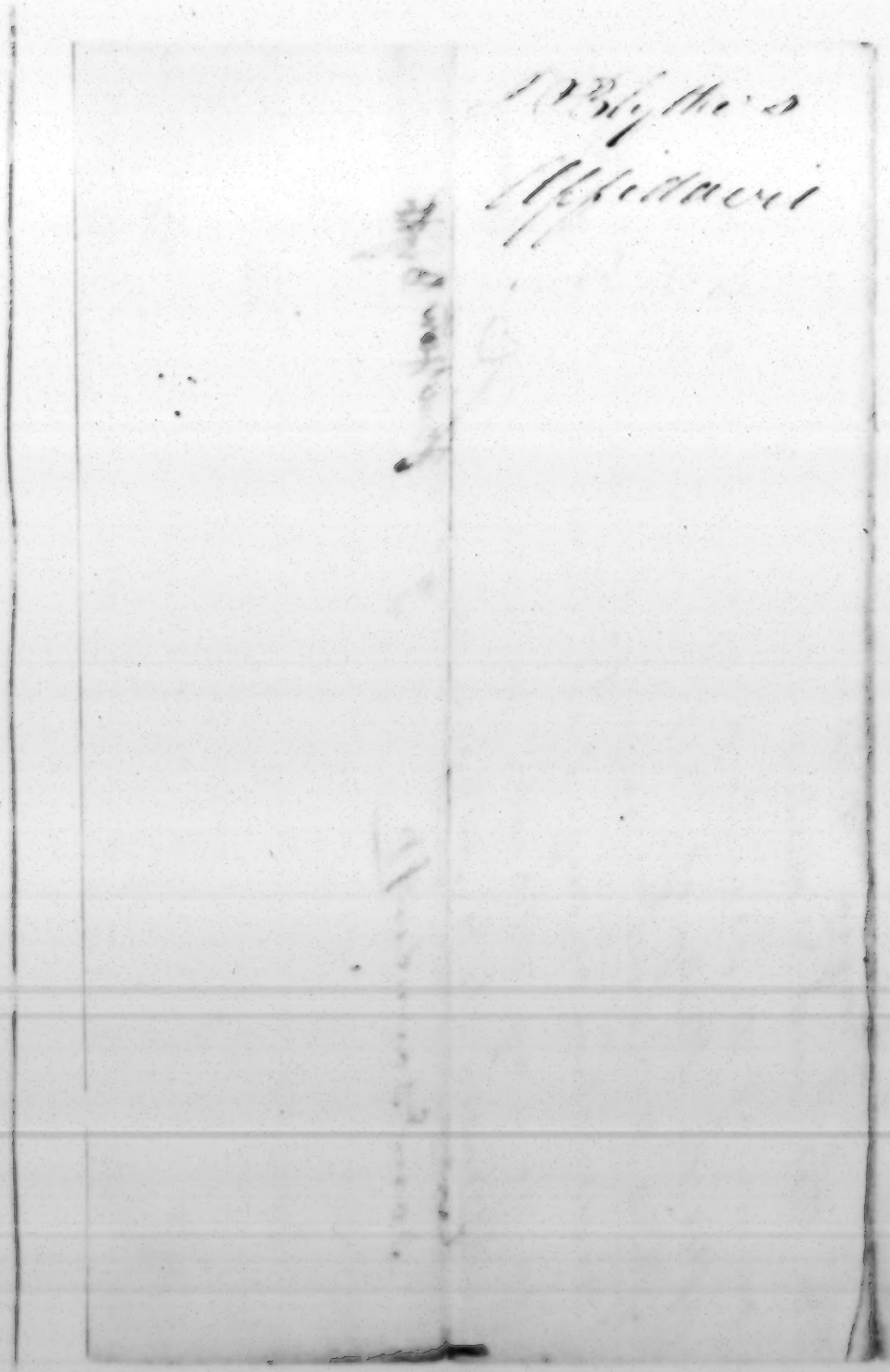
State of North Carolina }
Macon County Oct. 31st 1838 } This day personally appeared Jonathan Bly the before me Samuel Saunders one of the acting Justices for said County and being duly sworn according to law deposeth & saith as follows Viz:

That he has been acquainted with Richard Downing, who he knows to have been the Head of an Indian family several years previous to the treaty of 1819; that said Downing resided on a reservation claimed by him at this time, situated on Tennessee river Troup town County Georgia previous to the said treaty, that the state of Georgia disposed of said reservation & that said Downing was compelled by the owner of the same to abandon it about one year after the treaty of 1819. Deponent further states that said Downing never sold said reservation or any part thereof & that he is in no way interested in said reservation.

Sworn to & subscribed before me

Test
Saml Saunders JP

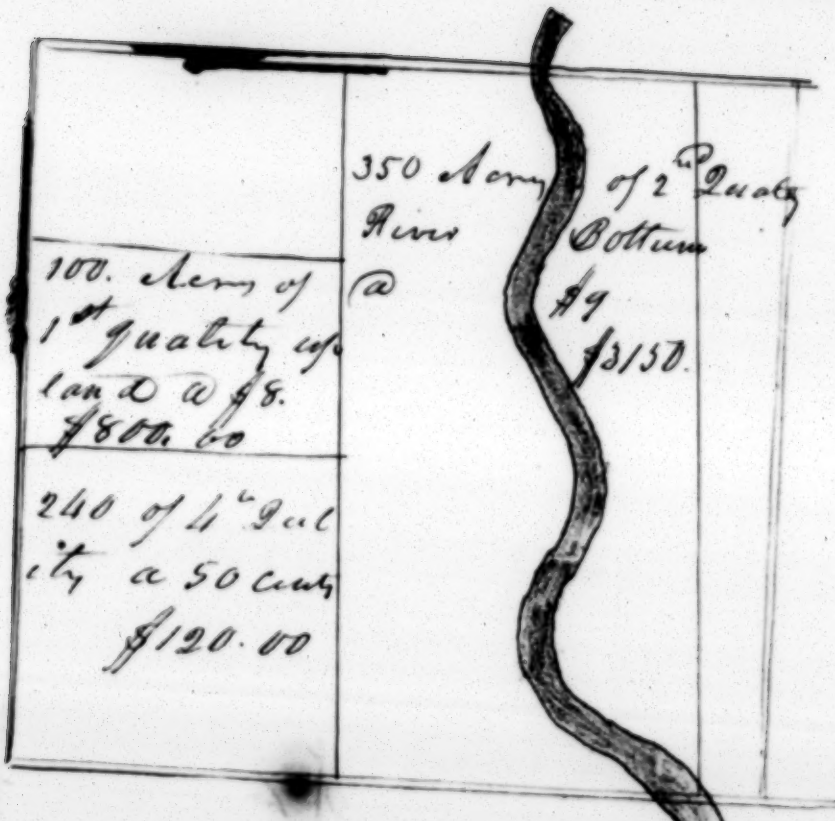
Jonathan B Bly



Richard Downing
Reservation
Raven County No 6.

Richard Downing Reservation on Little Tennessee River, Rabun Co. Georgia

February 1839



The amount of the Valuation of Richard Downing Reservation ~~of~~ 640 acres made by us

$4070. 00

James A Hair

Dillard Love

Valuing Agents

Richard Downing
vs
United States
} Petition for the Value of a reservation

To the Honorable the Commissioners of the united States now sitting under the late treaty Made between the united States and the Cherokee nation of indians -

The Claimant Richard Downing respectfully represents to your honours that under the provisions of the second article of the treaty of 1819 he as the head of an indian family he being a native Cherokee on 19 day of September 1819 registered his name as a reservee with the cherokee Agent for a reservation of Six hundred and forty acres of land at Easterloy in what is now Oakeen County in the State of Georgia on the lands ceded by said treaty of 1819 he resided on the reserved land at the time he registered his name for said reservation and continued to reside thereon until the year 1821 When he was forceably dispossed by White men who claimed his land under the laws of the State of Georgia he left his reserved land from fear of personal Violence and has been deterred from returning to it from fear of force and Violence he has never sold or parted with his right in any way, his lands were appropriated by the laws of the State of Georgia. He was dispossessed by two citizens, Claiming the right to his reservation under their laws That he is the head of an indian family and registered his name as such for his said reservation appears from the

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Copy of his register and the proof herewith filed
to which he refers It is known to your honours that
the lands ceded by the treaty of 1819 in the limits of
the State of Georgia were appropriated by her laws
And that the rights of the reservees were wholly
disregarded, Claimant having complied as far
as practicable with the Stipulations of said
treaty and having settlement having been appropri-
ated by the laws of the State of Georgia and in-
voluntarily deprived of his right he prays
yours honours to decree that he be paid
the value of his reservation agreeable to the
provisions of the treaty of 1835 and the
supplementary article to the same

Richard Downing

Richard Downings
Petition

Solicitor
James P. H. Porter Solicitor

Richard Downing
vs
United States } Claim for remuneration for a reservation taken under the Treaty of 1819

In this case it appears from the testimony filed that Richard Downing Alice on the 19th day of December 1817 as the head of an Indian family register his name in the office of the U. States agent for the Cherokee, for a reservation and located the same at his residence in the Territory ceded by the said Treaty of Washington in conformity with the provisions of the said Treaty and that he and his family continued to reside thereon until after 1820 or 1821 and after the land included in said reservation was surveyed and disposed of by the laws of the State of Georgia, when he was dispossed by persons representing themselves to be the owners of the land, and removed into the Territory reserved by the Cherokee nation without having sold or disposed of the same or any part thereof.

From all which it appears that Richard Downing was entitled under the provisions of the Treaty of 1819 to take a reservation and to locate it where he did, and that until the laws of the State of Georgia interfered by depriving him of his reservation he was endeavoring to comply with the stipulations of the Treaty upon which he took his reservation, and that his removal therefrom was involuntary

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It is therefore the opinion of the Commissioner, that whereas the Laws of the State of Georgia providing for the survey and disposition of the Lands acquired from the Cherokees by the Treaty of 1819 lying within the limits of the said State did not recognize the validity of the Rights of Reserves of Kinds or description whatever, but disposed of the said Territory irrespective of said Rights and in denial and derogation thereof; that the said Richard Downing being so situated was compelled to abandon his Reservation by the Laws of the State of Georgia as is contemplated and provided for in the 13th Article of the Treaty of 1835 and that not having sold the same or any part thereof he is entitled to remuneration agreeably to the provisions of the said Article—

It is therefore Ordered and Decreed that the said Claim be allowed accordingly And whereas the value of the said Reservation or unimproved Land has been ascertained by Lewis A Clair and D. Love to be the sum of

The same is Ordered and adjudged to the said Richard Downing as compensation therefor

Charles McClintock
Walley
Jacob
Pidgeon
Enoch Miller

Robert Davis 2nd Apl 1832
Thomas McClure 2 Apl 1832
Mary Dougherty 1st May 183
Wm McClure Do
William Willis Do

Recvd

GRUBB, Allen B.

4 137

Reservation

A. B. Grubb Assn

No 132

Disallowed

A. R. Stubbs
Application of
Registry for a
Vessel

Date	No. of Reservation	Name	No. in Family	Remarks
1819 June 29	180	Allen Bard Grubb, in right of his Children	2	On the Creek above Major Walkers Mills about 2 Miles.

I certify that the above is a true copy of the entry of Allen Bard Grubb, a life Interest Reserver, as it is entered on the Registers of Life Estate Reservations kept in this Office

Off. Supt. (Removal)
Dec. 13, 1837

for Genl. Smith Supt. (Removal)
A. M. Hertzel Clk

Certificate
of Grubbs

1819 June 29	180	Allen Bird Grubb in right of his Children	2	On the Creek above Bay Walkers Mill, about two miles.

I hereby certify that the above is a true Copy of the entry of Allen Bird Grubb, as entered on the Register of Life Estate Reservations kept in this Office.

Off Supt C Pens. New Echota, Ga.
Sept. 18. 1837

L. H. Coatsworth
Act. Supt C. Pens.

4.

Certificate

of A. B. Gould

Date	No. of Reserv.	Residence	No. in Family	Residence
1819 June 29	180	Allen Bard Grubb, in right of his Children	2	On the Creek above Major Walkers Mills about 2 Miles

Off. Supt. Chem.
Dec. 4 1837.

I certify that the above is a true Copy of the entry of Allen Bard Grubb, a life Interest Reserve, as it is entered on the Register of Life Estate Reservations kept in this Office.

for Genl. Smith Supt. Chem.
E. Hodges

Copy Record
Ethan L. McCarty
Dec'd
to
Jno. Rogers
Ex'r of Ethan
Dec'd

State of Tennessee } County Court June Session 1824
McMinn County } Be it remembered that a Court
of pleas and Quarter Sessions began and held for the
County of McMinn at the Court house in Athens
the first Monday of June A.D. 1824 held by the
Justices of the peace regularly assigned & Commissioned
&c. and Qualified to act as such for said County
it being the Seventh day of said Month and of the
Independance of the united States the 48th year present the
worshipful William Lowry William H Crook
David A Cobb Robert McClary John Neil
Henry Bradford George Colville James McKamy
Adam Cabbell George Bowman William Hudson
Robert Coward John B Flanigan Noah Hill
Hamel Newman Peter McSwain & John H Porter
Esqrs Justices &c

The last Will and Testament of Allen B Grubb
Dec'd was proved by the oath of Samuel Love & Mathew W McGhee
and the Codicil thereto annexed and the signature thereto
was proved by Mathew W McGhee & George Colville
and John L McCarty & Joseph Rogers came into Court
and entered into Bond with Security and took the oaths
required by law, as Executors of the said last Will
and Testament of the said A B Grubb

Bond

State of Tennessee McMinn County
Know all men by these presents that we John L McCarty
Joseph Rogers & Mathew W McGhee all of said County
and State aforesaid are held and firmly bound unto his
excellency the Governor of the said State for the time
being in the sum of Twenty Thousand Dollars
to be paid to the said Governor his successors agents

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to which payment well and truly to be made we Shall
bind ourselves and each of us each and every of sev
our heirs executors and administrators Jointly and severally ag
jointly by these presents sealed with our seals and and
dated the seventh day of June 1824 no

The Condition of the above obligation is such
that whereas the above bounden John L. M'Carty Jr.
and Joseph Rogers being appointed Executors by the G
last will and Testament of Allen Bird Smith
late of Md and now qualified as such according to law
do Make or cause to be made a true and perfect
Inventory of all and singular the goods and Chattels
rights and Credits of the deceased which have or shall C
come to the hands Knowledge or possession of the said W
John L. M'Carty and Joseph Rogers or into the and
hands or possession of any person or persons for Con
them and the same so Made do exhibit or cause to M
the Court of the County aforesaid within Ninety days as
from the day and date of these presents and the ma
same Goods Chattels and Credits of the deceased or
at the time of his death or which at any time
hereafter Shall come into the hands or possession
of said John L. M'Carty and Joseph Rogers
or into the hands or possession of any other person or
persons for them do well and truly administer according
to Law and surrender up such effects to the persons
to whom they may be bequeathed agreeably to the last
will and Testament of the decendent and further do
Make or cause to be made a true and just account of said
administration within Two Years after the date of these
presents and all the rest and residue of said estate
which shall be found remaining upon said
executors account the same being first examined
and allowed by the Court of said County

shall deliver and pay unto such such person or persons respectively to whom the same shall be due equally to the act of Assembly in such case made and provided, then the obligation to be void and of no effect otherwise to remain in full force and effect

Test
G Colvill Clerk

John L M'Carty [seal]
Joseph Rogers [seal]
Hall Harrison [seal]

State of Tennessee } I John B Jackson clerk of
Hawkins County } the County Court for the County
and State aforesaid Do Certify that the within papers
Contains a true record of the Executorship of John L
M'Carty & Joseph Rogers of the Estate of Allen Bird Deceased
as also of the Bond taken for his faithful performance of the same as appears of Record & now
on file in my Office

In Testimony whereof I have
hereunto set my hand and affixed
my Seal of Office at Office in
Rogersville, this 28th day of February
1837.

John B Jackson Clk

Clerks fee for Exemplification

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State of Tennessee
Bradley County } Personally appeared before me Samuel Howard an acting Justice of the Peace for s. County James Corran [redacted] oath that he was well acquainted with Allen. B. Grubb he boarded at Defendants [redacted] fore his death - and Deponents thinks he was well acquainted with Grubb & his dealings - he took a Reservation under the Treaties of 1817-1819 on Eastanallee & Walkers Mill Creek now Mc Minn County Tennessee - John L McCarty the Executor of Grubb brought a suit in the County of Limpsfield for Grubbs Reservation & was in law for 6 or 7 years I do not believe he Allen B Grubb ever sold it a no one cent for it nor does he believe that the heir ever sold it Nelson B Grubb is the heir of Allen B Grubb - nor did I ever hear of any sale I believe he was sworn to & entitled to a Reservation -
Subscribed before me this 2nd December 1837 } James Bowan-

Samuel Howard -

Affaire de Salzkammergut in Gmunden Case

State of Tennessee } Personally appeared
Bradley County } before me
Samuel Bernard an acting Justice
of the Peace for s^d County John Hall Esqr
being made oath that he was well acq^d
acquainted with Dr Allen B. Grubbs, that he
took a Reservation from Eastonallee to all Mines
Coals. That he died in case being s^d Defendant
he superintended Defendant his Executor.
before his death
that Defendant [illegible] sent for
leave for 7 years for s^d Reservation; & it was left
Defendant knew heard of Grubbs selling
his Reservation nor does he believe he ever
did sell or receive one cent for it. nor
did the heir ever sell his right as he
believes. & the Defendant has judged of
attend to Under all about the land
and has managed the Estate himself
and if any sales had been made
he would have known it — but he
expects Jas Brown with whom
Grubb boarded would likely know if
any sales took place —

Sworn to & subscribed
before me this 2nd
December 1837 —
Samuel Howard

John Hall Esqr

State of Tennessee }
Hawkins County } Personally appeared before me James Liddle Comr &c John McClatchy who gave a deposition to Dr Lyde, & now wishes to correct that, as also his statement was not put down, & was misunderstood by reading not write that deposition —

What do you know of McClatchy about Dr Abram Grubbs this reservation & cause in the fall of the year 1820, during the time of the land sales at Knoxville, I was hurrying on to the sales & passed the place claimed by Grubbs as a Reservation on Easton alla. I saw a man living in Grubbs house, I understood by Grubbs a tenant of Grubbs living over the hollow on the same place. I do not know whether Grubbs family were there or not I did not go into the house, or alight - I rode about a hundred & at the camp - perhaps half an hour, & then went on my journey. I did not then know Grubbs it was called Grubbs Reservation I did not see Grubbs until 1822, I went on to Knoxville & bought the camp, & in 1824 I sent a Tenant there to take possession. Gothe named Banks - & moved there in 1824 myself I know not when Grubbs left it or how he left it I was not in the state then nor until I moved

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There in 1822 - I know nothing how my Lessee Banks got possession only from hearsay - I know not when he moved the Cabin to Calhoun - I heard he removed one of his cabins to Calhoun but if he did it was soon before I moved to the place - I saw Grubb after he returned from Pensylvania & I had moved there & after 1822 he lived in a cabin opposite Calhoun in site of it -

Mr M Carty. Do you know whether Grubb removed off the place voluntary or not. or his tenants -

I know nothing about any of his removals or his tenants - I was in North Carolina from the time I first visited the place -, until I moved there except once, I went to Whitsons, near that place saw Hambright & Black & give him a letter next day started home - And all I can know was hearsay - I never heard to Doyle that I had seen or spoken to Grubb or shown his tenant a lease or instrument or article of agreement between them, about the possession of the place Dr Doyle said he the other side proved that - I never say that I had that paper in my possession to day

when I was there in 1822 I saw no
one there or his family —
I think it was in the fall I was there — I
heard he had removed on the river, but
I do not know it —

State of Tennessee } I William Hogan of the County of
M'Minn County } M'Minn aforesaid Special Commissioner
Solicited by the plaintiff and Thomas
J Campbell Esqr on behalf of the defendant to take depositions
in a certain Cause depending in the Circuit Court of Knox
County between Nelson B Grubbs Esqr plaintiff and
John M'Clatchey defendant. I have caused George Colville
aged 59 witness for defendant to come before me who
being first duly sworn according to law deposeth and sayeth

Question 1st by defendants Attorney
Were you acquainted with Lt Col Allen B Grubb
Answer — my first acquaintance with Lt Col Grubb was in the
year 1808 and our acquaintance continued until his death which
I believe was in 1823

Question by the same
Where did he live during your acquaintance with him
Answer, he lived in the Cherokee and the greater part of
the time, but some times in Blount and some times in Rhea
Countys in this State

Question by the same
Was he a man who had a permanent Settlement
any where. — Answer — When I first knew him
there was two plantations. Some times called the upper and Lower
plantations but most Commonly one of them (to wit) the upper
one was called Nancy Grubbs place and the other his place
This was from 1809 to 1811

Question by the same
on which side of the ~~river~~ Hiwassee river did these
two places lie. —
Answer — they both lay on the west side of Hiwassee
one in Tennessee and the other on Hiwassee river.

Question by the Same —
Did Col Grubb ever have a permanent residence in the Country
Ceded by the Cherokees to the United States in 1817 & 1819
Answer — late in the fall season of 1818 Col Grubb came

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to my house and requested of me to shew him a place where to take
his reserve, he also wanted to have a mill seat upon it, I showed
him the place where James M'daniel now lives two miles and a
halfe. between three and four miles south of the Hiwassee on
South mouse Creek: in February following he sent two men
to me with a small note in writing requesting me to shew
them the same place as he had before it to them, I done so. the
men came to it and done a good deal of work on it, sometime
in the same Spring he abandoned the place and the men also left
the place, in September following he came to me again where I
now live and requested me to shew him a place on the Ceded lands
as he could not hold the reserve on the other side as he stated
to me; I then went with him and showed him the place where
Young Colvills has since dug for salt he appeared to be pleased
with it. he afterward told me the reason why he left there was
that other people told him it was poor land. afterwards I saw a
man by the name of Isom Cordial and an other by the name of
Ellis B Grissom on the premises now in dispute. Cordial informed
me that he was at work there for Dort Grubb I also saw
some of Dort Grubbs negroes at the same time and place. there was
two cabbins built and some ground cleared or clearing; afterwards
I saw Dort Grubb moving one of the cabbins to calhouns. he stated
to me his reason was that he thought he could not hold a
reservation there. and moved to Calhouns and staged there about
a winter season and afterwards he left Calhouns and built house
on the bluff opposite Calhouns south of the Hiwassee River
which houses I think was built after the Hiwassee land sales

Question by the same

Do you know of Dort Grubb owning or claiming
any other place in the Nation or ceded Territory

Answer — He claimed an old improvement and
Ratliff Creek on the south side of Hiwassee River
he continued to claim it from 1810 or 1811 until Jacksons
Treaty I believe and as was informed by Grubb he rented
it to James and Isaac Matthews

Question by the same

was Doctor Grubb removed from the premises now
in dispute a Voluntary act of his own
answer
I know nothing about that I never
heard him complain of being driven from the
premises
Question by Same
When did doctor Grubb reside when you
shewed him the place where young Indians dug for
salt. answer I am not positive but
am of opinion he lived at old M.r Rogers on the
ceded Land
Question by the Plaintiff
Had doctor Grubb at any time during your acquain
tance with him an Indian wife and what
was her name
answer When I was first acquainted with him
he had an Indian wife her name was Nancy—
by the Same
Had she any children who were reputed to
be his and were they acknowledged as such by him
answer She had three reputed to be his and
so acknowledged by him the Eldest of which was by the
name of Allen B Grubb the second Nelson B Grubb
and the third Joseph B Grubb the Eldest died
about 1817. Nelson and Joseph was alive in 1823.
and as I have been informed Joseph Grubb is
now dead and as I understand from information
that Nelson B Grubb is the plaintiff in the present
action
Question by the Defts atty
where did Doctor Grubb live in 1818 on his first
application to you to shew him a place to settle
his Reserve
answer he was living at the Hiwassee Garrison the
Agency or at John Rogers and further this

deponant sayeth not.
Duly sworn to and subscribed before me this 23rd day of July 1827.
Wm Hogan
Commissioner

George Colville

State of Tennessee
M'Minn County

I Samuel Workman Clerk of the circuit court for the County of M'Minn aforesaid do certify that the foregoing pages contains a true copy of the Deposition of George Colville taken the cause of Nelson & Grubb Lyon against John M'Clatchey taken from the original now on file in the office of the Clerk of the circuit court of for the County of M'Minn

Given under my hand at office in Athens this 29th day of December 1838

Clerks fee for copying Deposition $1.00

Saml Workman Clerk

Nelson & Grubb
Lyon
on
John M'Clatchey
Copy of
George Colvills
Deposition

Nelson & Greiner
Lessee
vs
John McClatchey

Copy of
A R Sinks
Deposition

John Drew Sessn of
Nelson B Grubb
vs
John M Clatchy

Deposition of Archibald N Yuste before
Isdene Lane Esqr Justice of the peace for
M Minn County State of Tennessee

The said Archibald N Yuste Deposeth
and Sayeth that in the year 1819 he became acquainted
with Allen B Grubb who by marriage was connected
with the Cherokee Tribe of Indians Soon after the
first acquaintance he heard the said Grubb frequen=
=tly about his right to a reservation that he heard Grubb
complain of a Mr Hambright who lived in the bend
of Hiwassee above Calhouns that he wished to take
a reservation there and that Hambright would not.
way to him he also stated to this deponent that he
had applyed to the Agent for the Cherokee Nation
to have Hambright removed but some time after
not now recollected the said Grubb settled down
on Castanauley Creek and claimed 640 Acres
of Land as a life estate reservation; that some time
afterwards, the said Grubb in a conversation
with deponant stated that he hardly knew what
to be at; that he had been fooling about between
so many Notions that he was afraid he had
cut himself. Out of a reservation entirely
Deponent further States that he had understood
that the said Grubb had enrolled himself as an
Arkansas Emigrant and then in the conversation
above mentioned asked the said Grubb if he had
to which he replied he had and had drew all
the Presents allowed by Government. and had sent
part of his property to Arkansas and mentioned a
Negro which I understood to be a man Either from the
Name of the Negro or Some other circumstance
but have been told it was a Negro Girl he Grubb
then stated he had Given back the publick property
and had enrolled himself for a reservation which I

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understood if I am not mistaken was Located
in what is now the Cherokee Nation and that
he had a great difficulty in selecting a place to
please — but upon the whole concluded to
abandon his claim to the reservation now in
dispute and having Prior to this conversation
built improved and settled on said reservation
he then determined to move his house from said
reservation to a lot in the Town of Calhoun
which he did — but whether all the House was
removed or not deponent dont recollect

Deponent further recollects to hear said Grubb
complain of the Interference of the State of Tennessee
in selling said reservation — Sometime after the
abandonment the said reservation by the said
Grubb — he had a house built in the Cherokee
Nation and went there and lived for some time
and afterwards died in the County of Blount as
I have been informed

and further this deponent sayeth not.

Sworn to and Subscribed before me and said Deposition taken in the hand writing of said deponent 4th August 1827.

Solomon Lane
J.P.

We agree it shall be read without the formality of a commission

Th. J. Campbell
R. J. Meigs

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State of Tennessee }
Marion County } I Samuel Workman Clerk
of the Circuit Court for the
County of Marion aforesaid
do certify that the foregoing Page contains a true
copy of the deposition of Archibald R Lamb as
taken in the foregoing cause of Wilson & Grubb Assn
against John McCloskey: and that the same is
taken from the original on file in the office of
the Clerk of the circuit court for the County of
Marion.

Given under my hand at
office in Athens this 29th day
of December 1838.

Sam'l Workman Clerk

Clerks fee for
Transcribing $1.00

Allen. B. Crabbs
Reservation Claim
Testimony of
Capt. Wm. Rogers

Allen B. Grubbs Reservation claim

Testimony of Capt. William Rogers.

Question: In what Year did you settle in the Mississippi District of Tennessee, ceded by the Cherokee People, to the United States under the Treaties of 1817 & 1819:

Answer: I came into Mississippi District, and settled in what is now McMinn County, near the Village of Calhoun, early in the Year 1819.

Question: Had you personal acquaintance with Dr. Allen B. Grubbs, who claimed a Reservation on "Ostanaula Creek", a few miles distant from Calhoun, in right of his being the head of a Cherokee family:

Answer: I had no intimate acquaintance with Dr. Allen B. Grubbs, but knew him by sight, and saw him very frequently, residing & resided about Calhoun during the the early part of the Year 1819: he spent the most of the time alluded to viz. the early part of the Year 1819. about what is now called the old Agency, on Hiwassee River, some two or three Miles below Calhoun.

Question: Where did Dr. A. B. Grubbs, make his Residence in the latter part of the Year 1819, and 1820:

Answer: In the Town of Calhoun, until very late in the Year 1819: when, hearing compl.

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-sided a house on the South side of
Warrior River, near or about opposite the
main street in Leighton, he took up his re
-sidence there, and remained during the remain
-der of the Year, 1819, & 1820:

Question: Did you ever understand from Mr. Grubb, that
he claimed a Reservation on Coffaunula Creek,
and why, if so, he did not reside on it.

Answer: I understood from him, that he claimed a
Reservation there, but he did not reside on
it during my acquaintance with him, which
was from the Spring of 1819. to 1820. or 1821. as
near as now recollected. The Reason why he
did not reside on the Reservation, I never un
-derstood from him.

Question: Did Mr. Allen B. Grubb or — his wife or
Children reside on the Reservation in the
Year 1819 or 1820, or at any time since:

Answer: In the Year alluded to viz 1819 & 1820. Mr
Grubb, did not live on said Reservation; his
wife I understood to be dead, and his Children
were away at School:

Question: Did Mr. Grubb, in his life time, or have
his Heirs since his death, made Sale
of said Reservation, or any part or
portion of it.

Answer: I do not know that they or they ever
have.

Question. Did you understand from Dr. A. B. Grubb or any other person, that the Dr. had, ever, at any time made the Declaration alluded to his place of personal residence

Answer. Dr. Grubb, visited the place claimed occasionally but, I never understood from him, or any other person, that he ever had made it his home or place of Residence

William Rogers

Wm. H. Strain Esqr
Justice of the peace

I hereby certify that the within deposition was
reputedly sworn to and subscribed before me,
Wm. H. Strain. an acting Justice of Peace for
the County of Bradley in the State of Tennessee on the
9th day of January 1837.

Wm. H. Strain
Justice of the peace

Allen B. Lyndt.
case of
Reconstruction.
Testimony of
William Smith.

Allen R. Grubbs. claims to Reservation.
Testimony of William Smedley.

Question. In what Year did you first reside in the Kenawha District of Tennessee.

Answer. I came into the Kenawha District, in the Month of March 1819.

Question. In what County in said District, did you spend the Year. 1819.

Answer. In what is now the County of Mc. Minn near the Village of Coal mouth.

Question. Were you personally acquainted with Dr. Allen. R. Grubbs, who is said to have lived in that neighborhood.

Answer. I saw Dr. Grubbs frequently during my residence there, and had some acquaintance with him.

Question. are you acquainted with the Land claimed, as a Reservation by the Heirs of said Grubbs, under the Cherokee Treaties of 1817—19. and where they lie.

Answer. I know the Section of Land claimed as a Reservation by the Heirs of Grubbs. it is the Place in front on which Adolphus D. McClatchy now lives.

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Question: Did Allen B. Grubb, live and make his home and residence on the Land alluded to, as his Reservation in the Years 1819 & 20.

Answer: Allen B. Grubb himself, did not live on the Land claimed as his Reservation in 1819 & 1820:

Question: Where did said Grubb make his home in 1819 & 20:

Answer: As far as I knew during the Years above, he made his Home, on the South side of Horseshoe River, nearly or quite opposite the main Street of Calhoun.

Question: What induced said Grubb, if he claimed a Reservation where it is pretended he did, to live South of Horseshoe in the unceded Territory:

Answer: I do not know: I never heard him say:

Question: Did you ever hear Dr. Allen B. Grubb say, that if the Government was not satisfied of the propriety of his holding his Reservation on the terms upon which he claimed it, he would be satisfied to buy & pay for the Land:

Answer: In a conversation between Dr Grubb and James Nicholson, to which I

was dirty. I did hear Dr. Grubb, remark that, if the Government was not satisfied to recognize the validity of his reservation claim, he, Grubb was willing to give Two dollars & fifty Cents per acre for it.

Attest
John Lyon

William Smedley

State of Texas. } Be it remembered that
Bradley County } on this 9th day of January
1839. personally came before me John Lyon
an acting Justice of Peace for said County of
Bradley the defendant William Smedley, who being
duly qualified according to Law, made oath
that the answers made by him, to the interrogatories
questions proposed in the within Deposition
are true and correct to the best of his knowledge and belief

John Lyon [illegible]
J P

Ben Hanbright
Keeps — in
Lyndhurst

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State of Tennessee
Bradley County } Personally appeared before me Wm H Blair an acting Justice of the peace for said county Benjamin Hambright a credible man made oath that he was well acquainted with Wm Allen & Gould in the years 1818-1819 - that said Gould came to Chickpost Creek & Hambrights Landing & said he had taken a Reservation there, and he deponent told him he should not have a Reservation there - and deponent was determined Gould should not have a Reservation there & told Gould if he came back there again he would throw him in the River & this deponent also - shortly afterwards he heard Gould had taken his Reservation on Eastanalla a small Mill creek - and this was the reason as believed that Gould changed his location of his Reservation -

Sworn to and subscribed Ben. Hambright
before me this 9th day of Jany 1839

Wm H Blair Esq
Justice of the peace

Valuation of
A. D. Crubbs'
Reservation $32.00

The Valuation of a Reservation claimed by the heirs of Allen Bird Creek lying on South side of Caskinallah Creek, three miles South east of Gallhouse McMinn County Tennessee dist. Tennessee

640 Acres of Creek & Valley land worth $5. ct. per acre $3200.00

We Jos M. McMillin and James A. Hair two of the Valuing agents appointed under the Treaty of 1835–6 do hereby Certify that we have carefully examined the above designated Reservation and adjudge it to be worth the above sum of Three Thousand & two hundred dollars. Given under our hands this 12th day of January 1845

J. M. McMillin
James A. Hair

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State of Tennessee } On this 18 day of January, 1843, before
Wayne County ss } me William H. Bullen, an acting Justice
of the Peace in & for said County, personally came the witnesses Joseph
W. McMillin and James A. Blair, who were sworn in due form of law,
that they were valuing agents appointed under the provision of the
treaty of, 1805, between the United States and the Chickasaw Indians,
East of the Mississippi; — That they have examined the Reservation
before named, taken by Allen B. Grubbs, and that the same taking
the dwelling house in the Centre, and estimating the land at
unimproved land at the date of the late treaty, — the same at this
date was worth at a fair & reasonable valuation, the sum of five
dollars per acre, as aforesaid. — They further state they are not of
Counsel or kin to the claimants, nor are they in any wise
interested in said claims.

Sworn to & subscribed
before me this 18 day of
January, 1843.
W. H. Bullen
Justice of the peace

J. W. McMillin
James A. Blair

Grubbs Reservation
Claim.
McClatchy's
Dep:—

Grubbs Reserve
Claim.
McClatchy Dep

State of Tennessee } This day personally
McMinn County } appeared before
me Williams Rogers an acting justice
of the peace in & for said County Ado-
lphus P. McClatchy with whom I
am personally acquainted with and is
a respectable Citizen of said County and
made oath in due form of law
that all the lands embraced in
Allen Bunch & Crubb's Reservations by
A. P. McClatchy, W. J. McClatchy and
Elizabeth McClatchy are held by Grants
and Certificates of Entry from the State of
Tennessee, the balance not included in the
above named persons. I believe are held
by titles from the State
Sworn & Subscribed A. P. McClatchy
to before me this
11th day of March 1843

William Rogers
Justice of the peace

[illegible] of Allen R. Crabb, claiming a Reservation under the Treaties of 1817 & 18, between the United States & the [illegible] Indians.

[illegible] Before the said Interpreter, Allen R. Crabb, and the said Interpreter being duly sworn, was entitled to take an Interpretation [illegible] of the Treaties of 1817 & 18.

Question: Do you know Allen R. Crabb, and how long have you known him?

Answer: I know Allen R. Crabb, and have known him [illegible] years.

Question: Do you know whether Crabb [illegible] Reservation under the Treaties of 1817 & 18?

Answer: He has [illegible] Crabb has not [illegible] Reservation under the Treaties of 1817 & 18.

Question: Is the village of Tallmans, or on the south side of Huron River, near the mouth of Vermilion?

Answer: It is.

Question: If Allen R. Crabb were entitled to the land claimed, have you any knowledge of the amount thereof?

Answer: I have not. I was [illegible]

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knowledge of the Country.

I have no knowledge of the circumstances connected with Lieut. Colonel Mc Clellan's or General Worth's Resignation: whether it was voluntary or otherwise,

I never heard any reason given, either by himself or any other person, for his resignation. I am satisfied it was voluntary, as he ~~was a warm friend~~ ~~of Col Cross~~ came from the place where he was raised to the Village of Cahawba, & I know he was a favorite there & esteemed by the people of that place generally; & was considered a high minded honorable & liberal kind of man.

Sworn to and subscribed
before me this 28 day of Nov 1838

Joseph Strain
Justice of the Peace
for Cowallay County

John McClellan

I hereby Certify that I am personally acquainted with Col. John McClellan, who makes the Testimony above: and from my knowledge of him and his general character, I have no hesitation in saying, I would repose the utmost confidence in his veracity and integrity, under oath, on any subject about which he might testify.

Given under my hand this 28 day of Nov 1838

Joseph Strain
Justice of the Peace

Allen B. Grubbs
case. Testimony of
Col. John M. Clatchy

[illegible] Allen B. Crabb, claiming a Reservation under the Treaty of 1817 & 18, between the United States & Chero-
kee Indians

[illegible]

Question: Are you acquainted with the pre-
sent Persons, Allen B. Crabb, and do you
know, or have you heard of a Cherokee Indian he may entitled to
take a Reservation reserved by the Treaty of
Feby. of 1817 & 18?

Answer: I know Allen B. Crabb, and believe I am ac-
quainted with the man he may entitled to take a Reser-
vation:

Question: Do you know that said Crabb resided on the
Lands claimed by his Reservation on Coosa-
wattee Creek in Mr. Meriwether D. Jones, church when
you and your son Adolphus D. M. Hatley
were living about the first of January 1820.

Answer: At that time I was on the ground, and Mr.
Crabb was not residing there; I am of
opinion that he resided in the
Village of Talkeen, on the north side of Terrapin
River, nearly opposite Calhoun.

Question: If Allen B. Crabb was resided on the Land
claimed, have you any knowledge when he
removed therefrom.

Answer: I have not. he was gone therefrom before

I had no knowledge of the Treaty.

Question. Have you any knowledge of the circumstances connected with Foster's abandonment or removal from his pretended Reservation: whether it was removed or voluntary,

Answer. I never heard of any removal, force, violence or threats, of either Foster Tom, Jim or any other; I am satisfied it was voluntary, he removed a mile & a half Sub Calhoun, from the place said to be reserved to the Village of Calhoun, Tenn.

Question. Have you any knowledge of the Improvements, Foster had to remove from the place claimed, or was there any of the kind offered him;

Answer. I have not.

John McClatchy

Sworn to and subscribed
before me this 28 day of Nov 1838

Jno H. Shain
Justice of the Peace
for Cassady County,

I hereby Certify that I am personally acquainted with Col. John McClatchy, who makes the Testimony above; and from my knowledge of him and his general character, I have no hesitation in saying, I would repose the utmost confidence in his veracity and integrity, under oath, on any subject about which he might testify.

Given under my hand this Wm H. Shain Clerk
day & date above. Justice of the Peace

T.582

Brokett

Grubbs Children

vs

The United States

Protest

Grubbs Children

vs } Claim for the value of a reservation
The United States } on the unceded territory.

Claimants protest against the decision of the Hon board in this case, because,

1. It is proved the reservation was sold and has since 1820 been held under the title of the Stock of Dumpee against the life interest Keyonon and his Children, - That he was forcibly expelled from the reservation, and Claimants Ancestors being now dead Claimants deserve been obliged by the laws of the State of Dumpee to yield to the Claims of the purchasers from the State, and insists, that so far as it regards the voluntary abandonment of this ancestor, the decision is against the proof.

2 But if the Ancestors did abandon Claimants insists that they took under the treaty of 1817 a vested right in the reversion, and that the removal of the Ancestors being unprovided in the provide of the 8th art of the treaty of '17 to be a forfeiture of the right, not of the reservation, meant the right of the Ancestors only and could not divest the vested interests of Claimants in the reversion. And that Claimants being Compelled by the laws of the State to abandon their reversionary rights were entitled to Compensa-

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- on under the treaty of 1835-6. See also Gral of U.S. letters of instructions to Comrs on this point at p. 3 last page. See 1. 2. & 3d Cases of protest in the Cases of Philip's Children vs the U. States and 3 Wolf's Children vs the U. States - all of which in illustration of the position assumed Claimants adopt as a part of this protest

For the above and other causes of error apparent from the proof on the face of the decree Claimants protest against the same as a denial of their rights under treaty of 1835-6 and pray that upon a review of this Case this decision of the Hon Board may be reversed and their just rights awarded them.-

John F. Gillespy
Atto for Claimants

Argument
in Grubbs
Case

Allen Gruble
The U States } For Compensation for a Reservation
Taken under the treaty of 1819 — on
Eastenalle — J. G. Williams the Sub Agt of the Cort
agent Col Meigs Depo proves. Gruble the head of an
Indian family that he registered his name for a
Reservation on 29th June 1819 — in right of his
Children — Reservee in possession of the land See
certificate of Registration marked A.
Ambrose Age. Depo see page 19 of Record. proves he knew
Gruble in 1819. he was living on his Reservation on Eastenalle
with sons & his negroes. he was living there in July 1820
that agent Lenants — Lusk proves the same —
& that the Land was sold — Corcan proves the same
Depo of Wm Smedly page 24th — Knew Gruble in 1820 Spring
He was then on his Reservation on Eastenalle. he
was living on the same place when the Land
was surveyed & then his negroes lived there till
after the Land Sales at Knoxville. Thom proves Gruble
on the place in 1819-1820 — & he lived on it himself
as Gruble Tenant until after the Land sale
Thom left the place in the absence of Gruble
in Pensylvania. & took his negroes off & Gruble
Knew nothing of his leaving — Thom left it known
the Legislature sold the Land, & passed a Law to turn
out all persons for the purchasers at the Land
Sales — Corcan proves Gruble entitled to a Reservation &
that Nelson Gruble is his only surviving heir —

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I present to the Court a case clear of difficulties as I think, it is in proof that Grubb was the head of an Indian family took his Reservation under the treaty of 1818 - built houses clearing Land put Fences on part had his sons there his negroes, & his residence there from June 1819 to the fall of 1820 when he left his family & negroes & servants & went to visit to go to Pensylvania on business - & while he was gone; the Legislature took the Land, & Wheatley sent a man & took the possession from the Tenant - & in the fall after the Land Sales the Tenant removed off & took Grubbs negroes - while Grubb was absent on business & knew nothing of his removal, & Grubb returned he died - These facts established as they are produces this case, - Has a man a right to living on his Reservation when taken & until till the fall of 1820. Can he leave it with his family & Servants to go to a neighboring State on Business - or must he always remain on it day & night & never leave it, to attend to any business whatever - Surely no Court would ask a man to tie himself down to the Land to be always there - I take it the case of all Settlers on Cleveland Lands, settles the true doctrine see 7 Pergers Reports page 57 - and that is a Temporary

abs
plon
Grubb
Land
during
Absence
the
Act
for

absence is not an abandonment – That his
domicile or home on the place is sufficient –
Grubbs family negroes & tenants were left after
Land sales in 1820 – tin Grubbs absence the tenant
& negroes left it. Purchaser having taken possession
Here is no abandonment and consequently
this case is embraced in the treaty of 1830. &
And it is now asked of the Comr to pay
for P Reservation –

C. H. Churchill
Atty for Grubbs

Petition of
John L. McCarty Esq
Allen B. Grabbs
Preemption Claim

To the Hon John Kennedy and Thomas M
Nillon Commissioners &c

The petition of John L McCarty surveying
Executor of the
last will and testament of Allen B Crabb dec'd
humbly represents to your honors that the said testa-
tor being the head of an Indian family registered
with the Cherokee Agent on the 29th day of [illegible] 1819
on right of his Children for a reservation in Old
Tanasula Creek on the Chickasaw Country Tennessee under
the treaty of 1817 & 1819 made by the united States
with the Cherokee Indians. A Copy of which
registry is herewith filed as a part of this petition.
That the said Allen B Crabb was in possession
of & residing upon said reservation at the date of
said registry and on the first day of June 1820
he was in possession of the same by his servant
and Tenants. That said reservation was surveyed
and laid off to said testator as a reservation under
said treaty by the authority of the U. S. by Robt
Lyerly and Robert Armstrong Surveyors appointed for
that purpose. That the State of Tennessee by her
Treasurer regardless of said testators rights, and in
violation of the treaties and the laws of the land pro-
ceeded to sell said reservation at the Shawnee Land
Sales at Maryville in 1820, and the purchaser thereof
taking advantage of the absence of the said Allen
B. Crabb as herein before obtained possession thereof from
the Tenants of testator or by ejectment upon the lease
of said Tenants and making him believe he would be
turned out by a writ of ejectment from the Court so
procured him to quit the possession of the said grove
and thereby said testator became dispossessed of the
same, and shortly thereafter departed this life - That the
sole and only surviving Child & Heir of said Allen
B. who by the treaty of 1817 & 19 was entitled to
the fee simple reservation in said reservation after
the death of his Ancestor the said Allen B Crabb
has sent down Court to Court and from year to year
for a long series of years to recover his right to
which he had so Charitably and legally been allowed
but on account of unconstitutional or pretended
Tennessee legislative interference and the most unheard of
prejudice in the Community against Claimants of Indian
reservations warning them off the premises by bonds of the
Country and expelling from the mind of the jurors all
sense of right and justice said Allen and Executor
of Allen B Crabb was unable to recover & he instructed to
show that right and justice to which he was entitled
to will clearly appear by an inspection of the record
now on the record herewith filed but the same
was withheld from him & he has never
been able to recover possession of the inheritance
limited thereunto to him by treaty stipulation but
has been shorn in severalty of the Common property

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of his County when he withdrew and separated from it Till the same has been sold by the State of Tennessee And the proceeds thereof has been appropriated to the use of the State. That he nathan Haines paid the sum due State for the land by a retention of the same quantity of land acre for acre in the exchange of Lands as aforesaid And having received no conveyance from Enoch or from the U States And not having himself and his Ancestors not having sold conveyed or otherwise disposed of said reservation or any part thereof he is entitled under the Late Act and the supplement thereto to the extra of said reservation as unimproved land Therefore your Petitioner prays your honors that the same may be awarded to him & granted by your honors and your petitioner as in duty bound &c

John L M Early Esq

State of Tennessee } Circuit Court October Term 1825
Wayne County } Be it Remembered that at a court of Law and Equity opened and held within the Fourth Judicial circuit of the State of Tennessee and for the county of Wayne at the court house in the Town of Waynesboro in said county on the third Monday of October in the year of our Lord one thousand eight hundred and twenty five present and presiding the Honorable Charles Ready one of the Judges commissioned and assigned to hold the circuit court in said State and County.

John Doe on the Demise of Nelson Grubbs his attorney brought into court the following writ of Capias Respondendum and Declaration against Richard Roe with notice to whom. M.Clatchy tenant in possession

State of Tennessee

To the Sheriff of Wayne County greeting

are hereby commanded to take the body of John M.Clatchy to be found in your county and him safely keep so that you or him before the Judge of our circuit court at a court to be holden for the county of Wayne at the court house in Waynesboro on the third Monday of October next to answer John Doe Lessee of Nelson Grubbs of a plea of Trespass in Ejectment to his damage five Hundred Dollars wherein said writ and from time to time and there this writ shall remain & you shall then & there in said court at term aforesaid make return how you have executed the same

Witness Joseph Dugger Clerk of our said court at office the third Monday in October A.D. 1825 and in the fiftieth year of Independence

Joseph Dugger Clk

Know all men by these presents that we Joseph Dugger & Nelson Grubbs and John L.M.Clatchy are severally and firmly held and severally bound unto John M.Clatchy in the penal sum of two Hundred and fifty Dollars to be paid on condition that the said Nelson Grubbs doth with effect prosecute a suit to him this day commenced against the said John M.Clatchy in the circuit court of the Wayne county, otherwise to pay and satisfy all costs that may be awarded for failure thereof we hereunto and seals this 3rd day of September 1825

Joseph Dugger Clk
John L.M.Clatchy Clk

State of Tennessee } Circuit Court. October Term 1825.
Wayne County. }

Be it Remembered that at a court of Law and Equity opened and held within the Seventh Judicial circuit of the State of Tennessee and for the county of Wayne at the court house in the Town of Waynesboro in said county on the Third Monday of October in the year of our Lord one thousand Eight Hundred and Twenty five present and presiding the Honorable Charles J. Keith one of the Judges commissioned and assigned to hold the circuit court in said State and County.

John Doe on the Demise of Nelson B Spruce his attorney Brought into court the following writ of Capias Respondendum and Declaration against the said Doe with notice to John McClatchy tenant in possession

State of Tennessee

To the Sheriff of Wayne County Greeting

are hereby commanded to take the body of John McClatchy to be found in your county and him safely keep so that you may have him before the Judge of our circuit court at a court to be holden for the county of Wayne at the court house in Waynesboro on the Third Monday of October next to answer John Doe Lessee of Nelson B Spruce of a plea of Trespass in Ejectment to his damage five Hundred Dollars wherein fail not and have you then and there this writ & [illegible] Witness Samuel [illegible] Clerk of our said court at office in Waynesboro the third Monday of October 1825

Sam[uel] [illegible] Clerk
by his Deputy [illegible]

Know all men by these presents that we Joseph Hagan & John Doe are held and firmly bound unto John McClatchy in the penal sum of Two Hundred and fifty Dollars to be void on condition that the said Nelson B Spruce doth with effect prosecute a suit to him this day commenced against the said John McClatchy in the circuit court of Wayne county Otherwise to pay and satisfy all costs that may be awarded for failure thereof in witness whereof we have hereunto set our hands and seals this 24th day of September 1825

Joseph Hagan [seal]
John Doe [seal]

on the forgoing writ there appears the following Endorsements to wit
Capias ad respondendum John Doe Lessee of Nelson B Grubb vs John
McClatchey Dated 24th September 1825: returnable to October Term 1825:
came to hand the same day & Executed 27th September 182
J Graves Sheriff

State of Tennessee } In the Circuit Court October Term 1825:
Warren County } John Doe Lessee of Nelson B Grubb by his attorney
complaining of Richard Penn being in custody of the Shff
of Warren County aforesaid of a Plea of Trespass for that the said Nelson
B Grubb on the first day of January in the year of our Lord one thou
Eight Hundred and twenty four at to wit in the county of Warr
aforesaid had demised to the said John Doe a tract of Land known
the Name of Grubbs Reservation containing six Hundred and forty
Bottled and Bounded as follows that is to say Beginning at a blac
oak Thence west three Hundred and Twenty poles to a Stake ma
Marked post oak and pine Crossing Barkmanby branch at ninety six
thence South Three Hundred and Twenty poles to a post oak Sh
East Three Hundred and Twenty poles crossing said branch to
Stake near two marked Black oaks on the side of a hill Thence
North Three Hundred and Twenty poles to the Beginning With the
appurtenances thereto and being on Barkmanby branch to wit in
the County of Warren aforesaid to have and to hold the same to the said
John Doe and his heirs from the first day of January in the year
aforesaid for and during and unto the full end and term of five years
thence next ensuing and fully to be complete and ended Yielding to the
said Nelson B Grubb the yearly rent of one Bushell of Wheat
by Virtue of which said Demise the said John Doe
entered into the said Tenement with the appurtenances and became and was
possessed thereof for the said term to him thereof Granted and the said
John Doe being so thereof Possessed the said Richard Penn afterwards
to wit on the first day of March in the year aforesaid with force and
Arms &c Entered into said Tenement with the appurtenances in which
the said John Doe was so entered in manner and for the term afores

which is not yt expired and Ejected the said John Doe from his farme aforesaid and other wrongs to the said John Doe then and there did. against the Peace and dignity of the State And to the damage of the said John Doe of Five Hundred Dollars and Therefore he brings his suit and pledges to prosecute &c

Campbell & Miggs Attys for Plaintiff

Mr. John McClatchey.

I am informed that you are in possession of or claim title to the premises in this declaration mentioned or to some part thereof and I being sued in this action as a casual ejector only and having no claim or title to the same do advise you to appear in the next October Term of the circuit court to be holden at Athens in Clarke County on the Third monday of October next by some Attorney of said court and then and there by a rule of said court to cause yourself to be made Defendant in my stead Otherwise I shall suffer Judgment thereon to be entered against me by default and you will be turned out of possession Dated this 24th day of September 1825

Richard Lyon

On the foregoing Declaration and Notice thereon the following endorsement is made Viz. John Doe Lessee of Nelson B Goulds & Richard Lyon vs. Notice to John McClatchey Filed in office 24th September 1825 Sam'l Hyatt Clerk By his Deputy Saml Colvill Came to hand the same day and made known to John McClatchey by delivering to him a copy of the within Declaration and Notice September 27th 1825. Jno Cleaveland Sheriff.

Nelson B Goulds Lessee &c
vs
John McClatchey

October Term 1825

The Defendant by attorney comes and defends the force and injury when and where &c and enters into the common rule to confess Lease entry and Ouster and for plea says he is not guilty of the trespass and Ejectment in manner and form as the Plaintiff in his declaration hath complained against him and of this he puts himself upon the Country.

Mitchell and Barclay Attys for Defendant

And the Plaintiff &c.

Campbell and Miggs Attys.

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Nelson B Gaubt-Lyle } April Term 1826.
John McClatchy }

This day came the Parties by their attorneys and continued this cause as an affidavit of the Defendant until the next term of this court.

Nelson B Gaubt-Lyle } October Term 1826.
John McClatchy } Monday 16th October 1826.

This day came the Parties by their attorneys and by mutual consent continued this cause until Friday next of the present Term of this court

Nelson B Gaubt-Lyle } October Term Monday 23rd Oct 1826.
John McClatchy }

This day came the Parties by their Attorneys and thereupon came a jury to wit Phillip Parker Elijah Hurst John Bones Peter D Wilcox James Hawkins James D Ruby Daniel Newman, David Myers George Greenway John McClellon Jesse Mayfield, and Pleasant Barnes who being Elected Tried and sworn well and truly to try the Issue joined between the Parties upon rendering their Verdict are respited until to morrow morning 9 oclock

Thursday 26th Oct 1826 This day came the Parties by their attorneys and thereupon came the jury who upon rendering their Verdict on yesterday were respited until to day to wit Phillip Parker Elijah Hurst John Bones Peter D Wilcox James Hawkins James D Ruby Daniel Newman, David Myers George Greenway John McClellon Jesse Mayfield and Pleasant Barnes, and the jury upon their oaths do say upon their oaths aforesaid that they cannot agree and thereupon by consent of

Nelson B Gaubt-Lyle } Wednesday October 25th 1826.
John McClatchy }

This day came the Parties by their Attorneys and thereupon came the jury to wit Phillip Parker Elijah Hurst John Bones Peter D Wilcox James Hawkins James D Ruby Daniel Newman, David Myers, George Greenway John McClellon Jesse Mayfield and Pleasant Barnes who upon rendering their Verdict on yesterday were respited until to day and the jury upon their oaths aforesaid say they cannot agree and thereupon by consent of

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& Counsel with the assent of the court A juror is withdrawn and a mistrial entered It is therefore considered by the court that a mistrial be entered in this cause and the ~~said trial entered~~ Jury discharged

Nelson B Grubbs Esqr }
John McClatchey } 3. April Term 1827.

This day came Hugh L White the Counsel appointed on part of the State by an act entitled and act to appoint Counsel and an agent to attend to all suits brought by Indian reserves or their assignees against Purchasers of Land in the Knoxville district and applied to court to remove this cause to the County of Knox and it appearing to the court that this suit was brought by an Indian Reserve and that the defendant is a purchaser under the State. It is therefore considered by the court that said suit be removed to the County of Knox and that the Clerk of this court make out and certify to the circuit court for the County of Knox a full and complete Transcript of the Record proceedings and proceedings had in this suit in this court.....

Nelson B Grubbs Esqr } This day came the Parties by their attorneys and
John McClatchey } by Mutual consent with the assent of the court commissions are awarded the Parties to take Depositions generally the Party taking the same giving the adverse Party's Counsel of record five days notice of the time and Place of taking the same to be taken before some Judge or Justice of the Peace of the respective County in which the deponent resides and when so taken to be returned to the circuit court for the County of Knox to be used in evidence on the trial of this cause

Ejectment

Nelson B Grubb Lessee &c
John McClatchy — } The Transcript in this cause with the proceedings had thereon in Monroe County having been filed in the office of the Clerk of the circuit court for the county of Knox in August 1827 the following proceedings were had in said court.

At August term 1827

on Saturday the 18th day of August 1827—

This day came the Parties by their attorneys and the Jurors came a jury to wit John Brooks Jeremiah Johnson William Mayfield William McMillion Thomas Gilliher James Rogers Martin B Carter Samuel Langley Samuel Montgomery John Boyd Robert Pack and Jonathan Dunn who being Elected Tried and Sworn the Truth to speak upon the Issue Joined upon retiring their Verdict are respited until monday next

On monday being the 20th of August 1827.

This day came the Parties by their attorneys and the jury heretofore Sworn in this cause and from remaining a Verdict respited until to day who upon their oath do say the defendant is not guilty of the Trespass and Ejectment in manner and form as the Plaintiff in his Declaration against him his complaint Therefore it is considered by the court that the defendant gohence without day and recover against the Lessor of the Plaintiff his cost by him about his defence in this behalf Expended &c.

Thereupon on motion of the Plaintiffs Counsel a rule is entered to shew cause why a new trial should be allowed, and afterwards to wit at the same term on Thursday the 23d day of August 1827.

This day came the Parties by their attorneys and the rule entered in this cause for a new trial being argued is discharged

Whereupon the Plaintiff Prays an appeal in the Nature of a writ of Error to the supreme court which is granted to the court a bill of exceptions and prays the same

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To be signed and sealed and made a part of the record and having entered into bond with Joseph Hayes and James Bowman security said appeal is allowed.

State of Tennessee
In Supreme Court at Knoxville
Robert B Grubb Esqr
John McClatchy

July Term 1830

The Record having been read and argument of Counsel having been had on the hand It is considered by the Court that the judgment of the Circuit Court of Knox county be reversed and that this cause be remanded to said Circuit Court for final trial and that John McClatchy pay the costs of this cause in this Court

State of Tennessee

I Wm Brown Clerk of the Supreme Court of Errors and appeals at Knoxville do certify that the above transcript is a copy from the Record of the judgment given in this cause therein mentioned

In Testimony my hand and seal of office the day of 1830

Wm Brown Clerk

Nelson B Grubbs Lessee } Allen B Grubbs the ancestor of Nelson B
vs } Grubbs the Lessor of the Plaintiff in error on
John McClatchys } the 29th of June 1819. Registered himself
for a reservation under the Treaty of the 27th of February
1819. in the words and figures following to wit June 29th 1819.
Allen B Grubbs in right of his children two in family On
the bank above Major Walkers mill about two miles

This suit was commenced in the circuit court of Blount
county in 1825. where it continued until April 1827. at
which time it was transfered to the circuit court of Knox
county where it was tried and a Verdict and judgment
rendered for the defendant McClatchy

By the Bill of exceptions taken in this cause it
appeared that a survey of Grubbs reservation was made by
Robert Armstrong under the Authority of the U. S.

Sherrin Thorn proves that in the summer of 1820 he took
a lease of the reservation and after the Land Sales he moved
off he being informed that the legislature had passed an act to
put all purchasers at the sales in possession says his first acquain-
tance with Allen B Grubbs was in the winter of 1819. his name
being then he believes on the Reservation George Colvill
proves he first knew Dalton Grubbs in 1805. and his acquaintance
continued until his death in 1823. That during that time
Grubbs lived in the Cherokee Nation the greater part of the time
but some times in Blount county some times in
that part of this State Ambrose Ezell says Cordial
Lived on the reservation till after the Land Sales and till
after McClatchy purchased it and sent a man by the name
of Banks to take possession of it Being asked if Banks took
possession of it or interfered with the house or improvement
occupied by Cordial answered none that he heard

The judge charged the jury that any head of an Indian
family residing on the ceded Territory or the Territory ceded by the
Treaty of 1819 by the terms of said treaty was entitled to a

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reservation of 640. acres of Land to include their improvements if any they had and if they had not. then they might select a place any where within the ceded territory That if a person had abandoned the country of which he was formerly a citizen and had permanently settled within the Cherokee nation having married a woman of Indian Blood Therein he was the head of an Indian family, that Loose parol testimony would not be sufficient to establish the fact that such head of an Indian family had enrolled himself as an Arkansas emigrant but that explicit parol testimony would be sufficient to Establish that fact and that the Voluntary removal of the ancestor from the reservation destroys the whole right to a reservation both in himself and children a new trial was moved for and refused and exception taken also exception taken to the charge of the court in Law &c

The Errors assigned are 1st in the court charging the Jury that parol evidence could not be properly received to establish the fact of enrolment as an Arkansas emigrant under the Treaty of 1817. and 1819. 2nd Ly In refusing to grant a new trial when the Jury found against the evidence and for other errors on the face of the Record

The questions arising in this case not presented by the record in Pathkillers cases 1st Whether the registry of a life reservation made after the Last day of June 1818. is Valid by the 8th Article of the treaty of 1817. The registry of the reservation of each head of an Indian family residing on the East side of the Mississippi river to whom the United States gives a reservation & that made to be enrolled in the office of the Cherokee agent within whose bounds the reservation is taken as required in the third article of this treaty by this article the United States reserving the right to the reservation which the law gives for taking the land [illegible]

~~appointed by the President~~ and 2nd what acts by the head of an Indian family for whom a reservation is made constitute such a removal therefrom as to cause the right to revert to the U.S.

as to the first question whether the registry of a life reservation made after the last day of June 1818 is valid by the 8th article of the treaty of 1817. the registry of the name of each head of an indian family residing on the east side of the Mississippi river to whom the United States give a reservation of 640 acres is to be filed in the office of the Cherokee agent which shall be kept open until the census is taken as stipulated in the 3rd Article of this treaty by this article the time for registering the name of life reservations is made coextensive with the time given for taking the census This common time to both is by said 3rd article during the Month of June 1818. and to be acted upon by commissioners appointed by the President of the United States and the cherokees The history of the times shews us that the census was not taken at the time appointed and still the removal of the cherokees to the Arkansas continued and consequently in proportion to that removal the right of option accrued to the United States of Land Lying East of the Mississippi concomitant in time with removals beyond the Mississippi were made registries of names for life reservations of Lands on this side of the Mississippi which the United States consider Valid. as appears from the Opinion this attorney General upon a case submitted to him by the Government for that purpose

again the preamble to the Treaty of 1819 expressly recognizes the census as an existing stipulation at that time that is on the 27th of February 1819 for it says that this treaty between the U.S. and them to wit the cherokees signed the 8th of July 1819 might without further delay or trouble or expense of taking the census as stipulated in said Treaty. be adjusted &c &c and by the different articles

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of this treaty it is to adjusted the 2d and 7th articles only—
have particular reference to. the present question the 2d
article says, and do agree (that is the U. S. do agree) to allow
a reservation of 640 acres to each head of any Indian family
residing within the ceded Territory those enrolled for the Arkansas
Expedition who chose to be come citizens of the U. S. in the manner
stipulated in said Treaty. this article recognizes and continues
the right to claim reservations given by the 8th article of the
treaty of 1817. for it says allow them in the manner stipulated
in said treaty thus acting on the former rights declared
by the said treaty. the 7th article says in order to afford
the Cherokees who reside on the Lands ceded by this treaty
time to cultivate their crops next summer and for those
who do not choose to take reservations to remove hither
themselves to prevent the intrusion of their citizens on the
ceded Land before the 1st of January next thus giving to the
Indians to the 1st of January to take reservations

The 2nd Question is what acts by the head of an
Indian for whom a reservation is made constitute such
a removal thereform as to cause the right to revert to the
U. States. it might well admit of a query whether
this proviso attached to the 8th article of the treaty of 1817.
was not intended merely introduced merely in terrorem
for the purpose of producing the sale and interest given to the
Indian and repelling as it were at a distance the first approa-
=ches having a contrary intent all expressions proving that
the poor ignorant and unskilled indian is a constant prey
to the cupidity of the unprincipled portion of civilized society
But be this as it may taking the proviso upon its letter it
cannot having in View the whole Treaty import less than
that such a removal must take place and exist as is accompan
-ied with the total relinquishment of the occupancy with which the
reservation was given by the U. S. and received by the
Indian a simple unexplained removal will not do.

Neither will a temporary removal for such are compatible with the intention and nature of the holding Much Less will a removal produced by force by fear by deception or other invidious acts the offspring of fraud come within the meaning and provisions of the Treaty. as all these may as they ought to be defeated and rendered but the removal contemplated by the treaty to defeat the estate if such a thing was intended must be one that is not only free from the foregoing exceptions but must defeat and render negatory the purpose of the gift or reservation that is a free and voluntary removal from the possession accompanied with the intention of not returning for the purpose of engaging in the pursuits of agriculture and civilized life such and such only must be the character of the removal that incurs a forfeiture to the head of an Indian family and prevents the accruing of the reversion in fee simple to the children

So the removal spoken of in the record of this kind to incur a forfeiture? The Testimony of Thorn proves a misapprehension of the views of the Legislature that possession could not be held against the claim of a purchaser at the Land sales and Ambrose Ayer shews that Cordial lived on the reservation as tenant till after the sales and M Clatchy had sent a man by the name of Banks to take possession and all tho to a question whether Banks took possession or interfered with the house or improvement erected, or used any force or threats towards Cordial was answered none that I heard Yet the same witness says that Cordial left the place in the Spring after Banks came to the place, such Testimony comes far short of the removal required to defeat the Estate given under the Treaty the charge of the Court upon this point of the case to wit; that the Voluntary removal of the ancestor from the reservation destroys the whole right to a reservation both in himself and

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Children gives but little information to the Jury and is too general in its nature and too indefinate in its to direct them in a proper application of the Testimony in this respect. Therfore the charge is considered defective The charge is also considered Incorrect in that part which states that Loose parole Testimony would not be sufficient to establish the fact that such head of an Indian family had enrolled himself as an Arkansas Emigrant but that explicit parole testimony would be sufficient to establish this fact. This charge admits the substitution of secondary for primary evidence and is contrary to the rule of Law that the best evidence the nature of the case will admit of and is in the power of the Party must be produced the Enrollment itself would have been the best Evidence and ought to have been produced or its non production satisfactorily accounted for before the admission of the secondary parole Testimony all the other parts of the charge appear to be unexceptionable

The Verdict must therefore be set aside and the judgment rendered thereon reversed and the cause sent back to the court from whence it came for a new trial to be had therein on which the circuit Judge will charge the Jury according to the Law as held in this opinion

R Whyte

a copy of the opinion delivered in this cause by Judge Whyte

Attest. Jn Brown
Clerk Supreme Court.

and afterwards to wit on the 10th day of August 1830.
A mandate from the supreme Court of Errors and
appeals was filed in said circuit court and
At august term 1830.
A B Spruhl Lessee } This cause is continued until next term
John McClatchy } At February Term 1831.
This cause is continued until next term
At August term 1831.
By consent of the parties this cause is continued to the next.
Term and commissions awarded to them generally to take the
Depositions of witnesses before any Justice of the peace on
plaintiffs giving to defendant or the defendant giving to
A J Moss the Plaintiffs counsel twenty days notice of the
time and place of taking the same &c.
At February Term 1832.
On motion of Pryor Lea Esqr under the provision of an
act of the General Assembly of 1831 it is ordered that this
cause be transferd to the county of Monroe where the
suit originated and that the Clerk of this court transmit
the original papers together with a copy of the proceedings
had in this court to the circuit court of Monroe County.
I William Dunn Clerk of the circuit
court for Knox county Tennessee do hereby certify that the foregoing
is a correct transcript of the proceedings in the cause named
in said court. given under my hand and
private seal having no seal of office
at office the 5th March 1832
William Dunn Clk

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16.

State of Tennessee Rhea County
Circuit Court April Term 1832.

Nelson B Grubbs Plff
John McClatchy } Deft This day came the parties by their attorneys and thereupon came the Jury to wit Robert M Swan John Jackson Reuben Casada John Shamblin Amos Ryan James Billingsley Harris D Thorp Peter Hambright John McDowell John Cobb Ezekiel Bates and Carom Franklin Sworn Elected tried and sworn well and truly to try the Issue joined in this cause upon rendering their Verdict are permitted to separate until to morrow morning 8 oclock

Nelson B Grubbs Plff
John McClatchy } Deft This day came the parties by their attorneys and thereupon came the Jury to wit Robert M Swan John Jackson Reuben Casada John Shamblin Amos Ryan James Billingsley Harris D. Thorp Peter Hambright John McDowell John Cobb Ezekiel Bates and Carom Franklin who upon rendering their Verdict on yesterday retired until to day and the Jury aforesaid on their oath aforesaid are retired until to morrow morning seven Oclock

Wednesday May 9th 1832

Nelson B Grubbs Plff
John McClatchy } Deft This day came the parties by their attorneys and thereupon came the Jury to wit Robert M Swan John Jackson Reuben Casada John Shamblin Amos Ryan James Billingsley Harris D Thorp Peter Hambright John McDowell John Cobb Ezekiel Bates and Carom Franklin who upon rendering their Verdict on yesterday were retired until to day and the Jury aforesaid upon their oath aforesaid say the defendant is not guilty of the Trespass and Ejectment complained of in plaintiffs Declaration as in pleading they have alledged It is therefore considered by the court that the defendant go hence without day and recover of the Plaintiff the cost about his defence expended for which an execution may issue thereupon the Plaintiff comes and entered a rule with leave of the court to show cause why a new trial should be granted in this cause

Circuit court April Term Friday May 11th 1832

Nelson B Grubb Lessee } This day came the Parties by their
John M Clatchy. } attorneys and thereupon came on to be
heard argued and determined the Rule
entered in this cause By the Plaintiffs attorney to shew
Cause why a new trial should be granted. and argument
of counsel and mature deliberation had thereon by the court.
It is considered by the court that said Rule be
discharged and a new trial refused

Circuit court. April Term of Friday May 12th 1832

Nelson B Grubb Lessee } This day came the parties by their attorneys
John M Clatchy } thereupon the Plaintiff prayed an
appeal in the nature of a writ of Error to the supreme
Court of Errors and appeals to be held at Knoxville on the
second Monday of July next Tendered to the court a bill
of exceptions and prayed the same to be signed sealed and
made a part of the record and having entered into bond
with John L McCarty security said appeal is granted

Nelson B Grubb Lessee } In the Circuit court of M Green
John M Clatchy } County. April Term 1832.

Be it remembered that on the Trial of this
Cause at the aforesaid term the Plaintiff introduced the
following Testimony— Viz.

The deposition of James G Williams as follows to wit

James G Williams Deposeth and saith that he was appointed
Sub agent of the Cherokee Nation in June 1818 and that
Allen B Grubb did register his name for a reservation in
the words and figures following to wit. 1819. June 29th
Allen B Grubb in right of his children on the creek
above Major Walkers mile about two miles in family
Reserve in possession of the Land

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5th

Question put by Pl.

Did J B Grubb reside within the ceded Territory at and before the Treaty of 1819.

Answer Yes

Question 1st by Deft did Grubb take any other reservation if so when and why did he change them

Answer He is understood as follows, Viz, July 22nd 1818. Allen B Grubb in right of his children 3 in family on Mouse creek on the South of Wapsie river to enter at Magans cabin and to include a mile slat adjoining. Mrs Gerlan Wapsie River. 2 in ~~family~~ April 17th 1819. J. B. Grubb in right of his children 2 in family on Wapsie River to enter at a house belonging to Cochetahee in Clubfoots band above Major John Gallion which did belong to Cochetahee the registration of July 22nd 1818 refers to that of June 29th 1819 in these words "Reservation taken under the Treaty of 1819. and the registration ~~taken~~ of April 17th 1819. refers to that of June 29th 1819 as follows see page 18 Jas. G. Williams

Sworn to and subscribed August 11th 1830.

Wm Lyon a Justice of the Peace Knox County

The Deposition of Ambrose Edgar as follows to wit

Ambrose Edgar Deposeth and sayeth.

Question 1st by Pl.

When did you first become acquainted with J. B. Grubb

Ans. in the year 1819. in July

Question 2nd by same Where was he residing

Answer he was residing on the place in dispute being the place on which Adolphus Mc Clatchy a son of Defendant now lives

Question 3rd by same what improvements had he at the time

Answer he was living in a camp there was no Land cleared he was building a house

Question 4th by same was his family with him and if so who composed his family

Answer one or both of his boys were with him and he had a negro Girl cooking for them and some Land at work,

Question 5th by same how long did Lynch remain on that Land

Answer Part of his family was living there in February 1820. he himself was not there the family lived there with Ellis Lyssham his tenant as he understood him to be but does not know it of his own knowledge

Question 6th by same had Lynch any other tenant on the Land and if he had who was it and how long did he remain upon it

Answer Isom Cordial was also living on the Land as Lynch's tenant in February 1820. and remained upon it till after the Land Sales at Knoxville in that year

Question 7th by same Why did Cordial move off the Land.

Answer M.r Clabby sent a servant by the name of Banks who took possession of part of the Land being the same house that Lyssham occupied before

his
Ambrose X Gee
mark

Sworn to and subscribed before me August 15th 1820.
Will.m Lyon Justice of the Peace for Knox county.

Joseph Lusk Deposeth and saith as follows to wit

Question 1st by Plff When did you first become acquainted with Allen Lynch and where was he then living

Answer on the 12th or 13th of July 1819 on the place now in dispute

Question 2nd by same what improvement had he at that time

answer he had a camp had logs cut for a house and had some hands at work

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2d

Question 3d by same what were the hands doing

Answer One was cutting rail timber and some were clearing off a piece to set a house

Question 4th by same Was his family with him and if not who were who composed it.

Answer he had a yellow girl and two other slaves with him at that time but I do not recollect that his sons were there

Question 5th by same did Grubb afterwards bring his children there and if so did how long did they remain there.

Answer I think he brought them there early in the fall of 1819 and they remained there till late in the fall when he sent them to Missouri to school Isham Cordial was on the land as his tenant as Cordial told me and Grubb lived with him till the winter of 1819. when he left it and went to Calhoun

Question 6th by same Did any part of his family remain on the Land after he went away and if so did how long

Answer some of his Negroes remained there till the summer of 1820.

Question 7th by same how many tenants had Grubb and who were they who lived on the Land

Answer Isham Cordial was his first tenant who settled on the Land. in the summer of 1819. then the Widow Gribham and her son Ellis Gribham came and settled on the Land there was also one Davis a tenant of Grubbs on the Land I think it was in the summer of 1820.

Question 8th by same what improvements did these tenants make

Answer Cordial cleared and fenced about five acres and cultivated it in corn in the year 1820. Mrs Gribham and her son lived in the house built by Grubb

M'Minn County
Circuit Court April Term 1832.

Nelson B & Joseph B Ross } This day came the
John McClatchey }

Question 9th by same when did their tenants remove
and why did they remove

Answer I misremember but I think Cordial removed
in the fall of 1820. and I cannot say what was the reason
of his removal unless it was the Land being sold and
his getting discouraged

Question 10th by same Is McClatchy the defendant now in
possession of the improvements made by Gault and his tenants

Answer I Believe McClatchy is in possession of those
improvements he holds under the defendant the defendant
was in possession of those improvements in September 1825.

Sworn to and subscribed
August 11th 1830.
Wm Lyon Justice of the Peace
for Union County

Wm James Lyon

The Deposition of James Lauson as follows to wit
Question 1st by Plff when did you first become acquainted
with A. B. Gault

Answer in 1807 or 1808.

Question 2nd by same When did you become intimately
acquainted with him

Answer in the fall of 1817.

Question 3rd by same when did he then reside

Answer he had been to Pensylvania and had returned
to the Cherokee old agency in the ceded territory his wife was
then on the other side of the Mississippi River near the agency
Lying sick of the Illness of which she died he attended her
On his return from Pensylvania he brought with him his
two sons Nelson B and Joseph B and he and they boarded
with me he was then seperated from his wife who-

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resided on the South side of Hiwassie River in what is now the Cherokee Nation that while Gumbo was Boarding with me his wife took sick and died Gumbo frequently went over the river to see her and attended on her in her sickness after the death of his wife he resided with me and his father in law Rogers within the ceded Territory he then built a house at the old agency within the ceded Territory where he kept school the house he built was within Lewis Rogers fee simple Reservation Designated in the Treaty of 1819. Gumbo then removed to Hamiltons and then to Tustanallie as I suppose though I never saw him there he afterwards went to Pennsylvania on business and returned in 1825 and boarded with with me then went to Calhouns and in 1826 went to the Cherokee side of Hiwassie River where he built a house and resided a while then went to Blount County where his children were at school and died and was brought a corpse to Calhouns and buried in 1823 or 1824 Gumbo had three children Allen B. Nelson B and Joseph B. Nelson B Gumbo the Lessor of the Plaintiff is the only survivor of them his wife had a fourth child said to be Matthews which Gumbo did not claim this child was younger than Gumbo

Question 5th by Same had Gumbo a negro man at or after the Treaty of 1817.

Answer I know of none and I know his negros and

Question 5th by Same that was the State of Gumbo mind from the time you first knew him down to the time of his death

Answer he was always a man of shallow mind and easily Persuaded. it would not do to call him a fool

Question 6th by Same was he fickle and fluctuating or was from his purpose

answer the first answer appears to me to be a full answer to this and further this deponent saith not.

Sworn to and subscribed august 11th 1830 James Lawson

Before me
Wm Lyon
a Justice of the peace for Knox County

The Deposition of Jesse Mathews as follows, to wit,
Question 1st by Plff were you acquainted with Allen B Lynch
Answer Yes I had a small acquaintance with him
Question 2nd by Same did you know him about the time of Jacksons Treaty
Answer I became acquainted with him in the fall of 1817. or winter of that year
Question 3rd by Same did he send any negroes to Arkansaw about that time
Answer he did not Lynch Had a negro girl called Chat. Who was claimed by Jimmy Rogers a Second wife of John Rogers Lynchs fatherinlaw Jimmy Rogers moved with the rest of the family in the Spring of 1819 to Arkansaw and took this negro Girl with her against Lynchs Will and consent or at least Started with her
Question 4th by Same did you ever see this Girl again in Lynchs possession
Answer I did not I have never seen her since
Question 5th by Same did the Rogers's take a negro man of Lynchs to Arkansaw or any other negro than the Girl spoken of
answer not that I know of I did not know of his having any negro man and I have Seen all the negroes which were said to be his and further this Deponent saith not.

Jesse Mathews —

Sworn to and subscribed
Before me August 11th 1830
Wm Lyon A Justice of
the Peace for Knox County

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24:

The Deposition of William Smedley as follows to wit
Question 1st by the Plaintiff were you acquainted with
Doctor Allen B Grubb
Answer I was acquainted with him
Question 2nd by the same Do you know when doctor
A B Grubb took his reservation under the Treaties of
1817 & 1819, Between the U.S. and Cherokee Nation of
Indians
Answer I formed an acquaintance with A B Grubb
in the Spring of 1820 and at that time he was carrying
on building on the place where he claimed a reservation
on Castanellia
Question 3rd by same do you know of Doctor Grubb
having houses built and Land cleared and of his negroes
living on the plan claimed by him as a reservation
Answer I do
Question 4th by Defts attorney when did doctor Grubbs
Lands leave the plan claimed by him as a reservation
Answer I am not able to say
Question was Doctor Grubbs hand living on his
reservation at the time the Land in the Ducktown district
was laid off by the State of Tennessee
Answer they was
Question did they remain there until after the
Land Sales at Knoxville
Answer I saw a Black woman of Doctor Grubbs
on the Reservation after the Land Sales at Knoxville
but I did not see any more hands of Doctor Grubbs
at that time
And further this deponent saith not
Sworn to and subscribed before Wm Smedley
me this 9th day of July 1829.
James I Bridges J P

The Deposition of Sabern Thorn as follows to wit,
Question 1st by Pfff are you aquainted with the Land upon which John M Clatchy now lives
Answer I do not know where said M Clatchy Lives only from report.
Duestion by same are you aquainted with the Land that was claimed by Allen B Grubb as a reservation and where does it lie
Answer I was aquainted with said Land claimed by Allen B Grubb as a reservation it lies in M'mains County in the State of Tennessee on a creek called Castianaula about or near four miles from Calhoun and near about two miles from Walkers Mill
Duestion 3rd by same
was Grubb ever in possession of said Reservation by himself or tenants and when did he take the possession and when did he quit it
Answer When I first knew the place there was a tenant in possesion of said Reservation by the Name of Ellis B Goisham which was in the early part of the year Eighteen Hundred and twenty as to when or what time he took the possesion I know not as I was not living in that country at that time his tenant did not quit said possesion untill after the Land was sold by the State
Duestion 4th by same
Were you ever in possesion of said Reservation as tenant to Grubb and if so when did you get it and when did you leave it?
Answer I took a lease of said Reservation some time in the Summer of Eighteen Hundred and twenty and considered myself in possession of said Land untill it was sold
Daithan 5th By same Had your lease expired or why did you quit the reservation

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answer my lease had not expired and the cause of my quetting was that of it having been sold and I was informed that I could not keep possession as the State legislature had passed a Law to put all purchasers in possession of Land purchased at the Land Sales

Question 6th by same

Were the negros of Grubb upon said Reservation when you first knew the place and if so when did they leave it?

answer There were some of Grubb's negros on said place when I first knew it and think some of them were moved off by me after the sale of said Land.

Questions by Hugh L White agent for the State

1st When did you first become acquainted with Allen B Grubb and where did he then reside

answer my first acquaintance with Allen B Grubb was in the winter of Eighteen Hundred & nineteen I believe his home was at that time on said Reservation as I believe he told me it was about Christmas

2nd What Improvements were on the place when you first knew it and when were they made

Answer there was a field cleared on said place & a cabbin built as to when the Improvements were made I know not.

3rd did said Grubb ever state in your hearing when said Improvements were made whether before or after the Treaty of 1817 and 1819

answer I do not Recollect ever hearing him say any thing relative to when the Improvements was made

Question 4th Do you not know that said Grubb caused some of the houses Erected on said Land to be pulled down and removed off saying he was not entitled to a reservation at that place or words to that effect?

answer I do know that some of the houses were moved but dont Know that I heard him say any thing about his not being Entitled to a reservation at that place

5th when you moved from the place and dont Grubbs Lands off was it with Grubbs knowledge and consent.

answer I dont Believe he knew any thing about it he was then in Pensylvania and I never saw him said Grubbs as I recollect untile in the winter of Eighteen Hundred and Twenty three

6 Do you know that said Grubbs or did you ever hear him say he had previously taken one or more reservations Else where

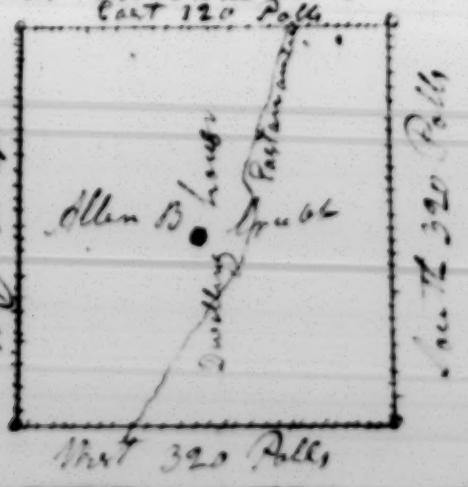
Answer I dont know any thing as to his taking a reservation any where Else or do I recollect ever hearing him say so

7th do you know or did you ever hear Grubbs say he enrolled as an arkansaw emigrant and had named some of the articles to which such emigrants are entitled

answer I know not neither did I ever hear him say and further this deponant saith not.

Sworn to before me Sabern Thorn
this 20 Day of April 1827.
John K Farmer J.P.
Justice of the peace

The Plaintiff also introduced and read the following plat and certificate of his reservation to wit



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State of Tennessee 28 The undersigned commissioners and surveyors Duly authorized have agreeable to the terms of a treaty concluded at the cherokee Agency on the Eighth of July one thousand Eight Hundred and fourteen and a treaty concluded at washington city on the Twenty seventh day of February one thousand Eight Hundred and nineteen between the United States and the cherokee Nation of Indians Surveyed and Laid off to [illegible] Lycubb. Six Hundred and forty acres of Land corresponding with the registration of his [illegible] claim filed in the office of the cherokee agent on the Twenty ninth day of June One thousand Eight Hundred and fourteen Butted and Bounded as follows (Viz) Beginning at a black Oak thence west three Hundred and Twenty Poles to a Stake near a marked post oak and pine crossing the Castanaula Creek at ninety six poles thence South three Hundred and Twenty Poles to a post oak thence East three Hundred and twenty poles to crossing said creek to a Stake near two marked Black oaks on the side of a hill thence North three Hundred and twenty poles to the Beginning Including his dwelling House and improvement as near the center thereof as practicable

Signed the 9th day of August 1820.

David Taylor & Jesse Davis S.C.C.

Houston

Robert Armstrong

Surveyors

Here the Plaintiff rested his cause

The cause was then submitted to the jury and the court charged them unexceptionably except on the following points namely the Counsel for the Plaintiff requested the court to charge that the entry of Lycubb name in the office of cherokee agent was conclusive evidence that he was the head of an Indian family that he resided on the ceded Territory at the date of the Treaty of 1819.

and sufficiently declared his wish to become a citizen of the United States that the agent of the United States with the Cherokees was pitched upon by the contracting parties to execute the Treaty wherein it was necessary and that his action within the scope of his power was and is binding on both sides in other words that his act estopps both parties from judging that the person enrolled was the head of an Indian family that he resided in the ceded territory and wished to become a citizen of the United States

The counsel of the Plaintiff also requested the court to charge the jury upon the point whether Webb had so removed from the reservation as to cause the Land to revert to the United States that the facts and circumstances which attended and accompanied the very act of removal were to be adverted to to determine and fix the intention with which he removed and that casual sojourns of his after he had removed from the reservation and after obstacles had been thrown in the way of a recovery were not to be taken as affecting the quality of the act of removal that the act of removal was to be judged of in short by the acts and sayings which accompanied it and not by sayings which might have been superinduced by the difficulties attending a Vindication of his rights

The Court charged the jury that if Webb resided within the ceded Territory and had a wife or children he was the head of an Indian family within the meaning of the Treaty but declined giving any opinion whether the residence of Webb for a reservation was conclusive evidence of his being the head of an Indian family that the intention of Webb to remove from and finally abandon his reservation must be satisfactory made out by proof if his removal therefrom was occasioned by force or fear and he yet had it in contemplation to assert his rights when an opportunity offered this was not such an abandonment as was contemplated by the treaty That the

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acts of Grubb at the time of the removal as well as subsequent acts and conduct were to be taken into consideration by the jury and if they believed that Grubb had freely and Voluntarily abandoned the place in dispute with a deliberate intention of not returning the Plaintiff could not recover in this action If However Grubb always intended to insist on his reservation his temporary absence would not be sufficient to Deprive him of his right In short his removal must be with the [illegible] never returning and this Intention was a matter of fact for the jury to decide from the Proof before them

To the opinion of the court in refusing a new trial the Plaintiff excepted in Law and tendered this his bill of exceptions and prayed that the same might be Signed Sealed and made a part of the record, which was done accordingly—

E. H. Scott.

State of Tennessee M'Minn County

I Samuel Workman Clerk of the circuit court for the County of M'Minn State of Tennessee do hereby certify that the foregoing papers contains a true copy of the Record of the court in the foregoing cause of Julian Grubb Lyon against John M'Clatchy taken from the files in my office and the Transcript of the Supreme court at Knoxville and the Transcript of the Knox county circuit court now on file in my office and that the deposition is correctly copied from the original now on file in my office and the bill of exceptions is copied from the original on file in office

Given under my hand at office in Athens this 16th day of February 1837—

Sam'l Workman Clerk

$8.25 per in all

Copy of Deed.

Nelson B Spurlock &c

to

John McClatchy

Reservation

Susanna Garrina

No. 1.

Allowed.

Georgia
Gwinnett County

Personally appeared George M. Gresham who being sworn, deposeth and saith - That he was acquainted with Mrs Susan Gunnman in the years 1812 - 1813 & 1814 at which time she and her Mother Mrs Cannon were residing, & were in possession of the place or plantation now occupied by Mr Evan Howell, now in Gwinnett County, then claimed as Indian property - which said land so possessed by them, was afterwards sold to the United States by the Creek Indians as a part of their property. The Land at the time the said Mrs Gunnman and her Mother resided there was claimed by the Cherokee Indians as their property, but it was subsequently sold by the Creeks as Creek lands - Mrs Gunnmans Mother - Mrs Cannon claiming as Cherokees - After the Treaty was made with the Creeks and the United States Mrs Gunnman Mother was compelled to leave the place - Mrs Gunnman herself having left some time before but does not exactly the length of time

Sworn to this
10th Oct 1836
Wm. Mc Roberts J.I.C.

G M Gresham

Statement of John Rogers
in relation to Susan
Guarineau's claim
for a reservation
on the East side
of the Chattahoochy
river granted under
the Treaty of 1817—

To Gen. Wilson Lumpkin
& Col. John Kennedy
Commissioners &c

Mrs Susan Emmerson a
decendant of the Cherokee Indians made an improv-
ement-with time (as well as I can ascertain) in the
year 1808 upon the East-side of the Chattahoo-
chee two miles below the place where I live,
and upon the land now belonging to Evans
Howard. Upon this improvement Mrs Emmerson
continued to live until the year 1812. When
she left it and removed to Savanah, to educate
her Children as she stated. She left her mother
in possession with her negroes who continued to
occupy the place until the Creek war broke out and
then abandoned it-as I believe for fear of the
Creek Indians. Shortly after the treaty of 1817 was con-
cluded between the U. States and the Cherokee Indians
I informed Mrs Emmerson of its provisions in refer-
ence to reservations. She immediately took measures to have
her name inserted for a reservation, which was done agre-
ably to the stipulations of said treaty, as will be shown
by the records of the Agents office. In the year 1818
Mrs Emmerson came up from Savanah to take
possession of her place with a view of having her
reservation run off and permanently secured to her.
Upon her arrival she found a white man of the
name of Brown in possession of her place, who
kept her out in spite of all her entreaties to the

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In addition to this the State of Virginia disregarding the provisions of the treaty in favor of reservations, in regard the land ceded by the treaty of which the Cherokee reservation is a part, and distributed it to the citizens by lottery. By this proceeding she was ~~prevented~~ disappointed of her reservation and has been unable to get out of it. I do not believe she has acted in any way with right to said reservation or in any way incurred the least Compensation for it.

March 4. 1837. Sworn

John Rogers

to before me

Wilson Lumpkin

Govr.

Letter of
Instructions from
the Commissioners
&c — John Rogers
to
Agnus Laws
Interpreter Chickasaw
Stephen Mays

May 20th. 1837.

Commissioners office
New Echota May 1837.

To James Love &
Stephen Mayo Esqrs

Gentlemen

Under the 13th article of the Cherokee Treaty of 1835. provision is made for the payment of the Lands reserved to the Cherokees under the Treaty of 1817. as unimproved lands, in Certain Cases therein specified & provided & Believing (according to the best information) that Reserves Gunnisaw & John Rodgers, are amongst the number of the reserves, who are entitled to the provisions of the Treaty as above referred to — We have thought proper, to confide to your Judgment & fidelity, the important duty of aiding us in ascertaining the true value of the Reservations of the two Individuals above named.

In order to a faithful discharge of the duty thus confided to you — you will please to repair to the House of Mr John Rodgers, living at this time near the Chatahoochy River, on the west side in the County of Forsyth — And report to us the object of your visit & errand. The reservations to be valued is one the Ferr

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of the Rivers, both in the neighborhood of Mr. Rodgers present residence.

You will request Mr. Rodgers to go with you & point out the reservations of Mrs. Greenwood & himself — also the duty will devolve on him, to furnish you with the most respectable & undoubted written proofs, that the Places there designated, are the identical Places, on which the claimants resided & held their claims, at the time of the ratification of the Cherokee Treaty of 1817.

These reservations have never been actually surveyed — therefore it is considered important, that you should particularly ascertain the Spot on which their family residences stood at the time of making the Treaty of 1817. Because they are entitled under the Treaty to receive pay for 640 acres of land, including that residence as the Center. Your own good judgment & close observation, will render it unnecessary to make an actual survey of the land, you can judge ~~as near~~ with sufficient accuracy where the lines would run to accomplish the present object of Valuation.

This may be done with greater facility from the fact, that you are to locate, & value the land as unimproved or

first land. In the exercise of your best judgment in ascertaining the value of these lands, you will bear in mind, that you are neither to be governed by parsimony on the one hand or liberality on the other.

When you have fully made up your opinions, you will please to make out your award in writing, & report the same to us, at such time as may suit your convenience.

We are sentlemen
very respectfully &c
Wilson Lumpkin

Report & Valuation
of the Reservation
of John Rodgers
& Susannah
Garriman.
By James Cooley
& Stephen Mayo.

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We the Undersigned having Viewed a tract of Land lying in Guynnett County State of Georgia taken as a reservation by John Rogers now of Forsyth County State aforesaid and after Viewing the above discribed Lands report that we find it Generally broken Land but Generally of a kind production Quality forty or fifty Acres of which we believe of a very Superior Quality lying Level some thro Bottom Land within the same Valued at $2000
This 26th day of May 1837.

Stephen O'Keefe
James B Love

We the Undersigned having Viewed 640 Acres of Lands in Guynnett County taken as a reservation by Susannah Guarnican finds some where between 350 & 450 Acres of which to be of a very Superior Quality of Bot. Bottom Land or total some Might Lay of a very Superior Quality of upland rising Gradually from the Bottom and of Equally as good a Quality as the Bottom Lands adjoining thereto. all lying exceeding well the ballance of which has not been above discribed is tolerable Land farming Land Valued at $4000
This 30th day of May 1837

Stephen O'Keefe
James B Love

We the Undersigned After Viewing the Renovation of John Rogers
Lot taken on the East side of Chatahoochy River in the Cty
of Guynnett And State of Georgia Under the Treaty of 1817
and After Viewing the same to be laid off in a Mile
Square to include his improvd Land as near as possible
not keeping in View the house to be the centre do believe the
said Renovation to be worth Thirty five hundred Dollars
$3500 Given Under our hands this 8th day of June 1837

Stephen Mayo

Jas R Love

Appraisers

We the Undersigned After Viewing the Renovation of Susannah
Guarignan taken on the East side of Chatahoochy River in
the County of Guynnett and State of Georgia Under the
Treaty of 1817 and After Viewing the same to be laid
off in a Mile Square to include the improvement as
near as possible not keeping in View the house to be
in the centre do believe the said Renovation to be
worth forty five hundred Dollars $4500 Given Under
our hands this 8th day of June 1837

Stephen Mayo

Jas R Love

Appraisers

Susannah Guarineau — Claims a reservation of 640. Acres of land, on the East side of the Chatahoochy River, to which she was entitled under the Cherokee Treaty of 1817. But having been disposed of the same by the Laws of the State of Georgia. She now, under the provision of the Cherokee Treaty of 1835. Claims compensation for the same.

This claim is supported by the following testimony — It appears from the records of the Cherokee Agency, that the claimant complyed with all the requisitions of the Treaty of 1817. And procured from Col Meigs, the then Agent of the Cherokee, the usual Certificate of Citizenship & right to her reservation as aforesaid. The claimant avers, that she has never disposed of her claim to said reservation, or any part thereof by Contract, Sale, Conveyance or otherwise. Nor has she ever received any Compensation from the U. States, or any Citizen of the same, or from any other person whatever for or on account of ~~said reservation~~ the same.

She further states, that she used every exertion in her power, to Comply with all the requisitions of said Treaty of 1817. and to keep & continue in the possession of her reservation as until she was defrauded of the same by the Legislation of the State of Georgia as aforesaid. This Statement of Mrs. Guarineau is supported in all its parts, by the written affidavit of John Rodgers (a man of strict veracity, & fair character) — Moreover, as far as negative proof, can remove all doubt, in relation to the genuineness of a claim, Mrs Guarineaus claim is fully sustained. After many enquiries being made by the Commissioners, of persons in the part of the Country, where the reservation is situated, nothing has ever been stated to the

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Commissioners by any person whatever, tending to invalidate the justice of the claim under consideration; but on the contrary, much has been said by respectable individuals in confirmation of the testimony already referred to. And further, it appears from the records & files of the Executive Office of the State of Georgia, that all the reserves under the Treaty of 1817. who fell within the limits of the State of Georgia have relinquished their claims to said reservations, Except Mrs. Guarrieau & one other person (Mr John Rodgers)

Whereupon, the premises being fully seen & understood by the Commissioners, & after due consideration, It is ordered & adjudged that the said Susannah Guarrieau, is entitled to a fair Valuation for her said reservation, as unimproved land. And hereupon appointed James Love of North Carolina & Stephen Major of Georgia Cass County, to ascertain & report the value of said reservation. Ordered that the said Susannah Guarrieau may receive a Certificate for the same. And they having accordingly reported & certified, that they believe said reservation to be worth $4000. It is therefore ordered that a Certificate do issue in favour of the said Susannah Guarrieau, for the aforesaid sum of four Thousand dollars.

June 2d 1837.

William Lumpkin

John Forsyth

Commissioners

Commissioners Office
8th June 1839

Whereas the foregoing decision and decree of the commissioners in relation to the amount to which the Claimant Swannock Guarineau was entitled as remuneration for her reservation was predicated upon the valuation made by Stephen Mayo and Lorenzo D. Low agents appointed for that purpose on the 30th day of May 1837 which valuation was made in reference to the Dwelling house being considered the Centre of the reservation and Whereas the said agents have been directed to value the said reservation and to consider the whole improvements and Cultivated fields, in fixing on the Centre thereof, as by their report to the Commissioners dated 8th June 1837 valued said reservation at the sum of Four Thousand five hundred dollars, being an excess of Five hundred dollars over and above the former valuation, The Commissioners therefore Concurring in the opinion of the Attorney Genl of the U. States in his opinion of the 6th December 1837 That the whole of the improvements and Cultivated fields should be taken into consideration in determining the Centre of the reservation do hereby order and decree that the further sum of Five hundred dollars be allowed to the said Swannock Guarineau as a remuneration for her reservation, and that she is entitled to receive the same from the Govt of the U. States agreeably to the provisions of the Treaty of 1835-6

Decision of the
Commissioners
on the claim
of Susannah
Guarineau to
a reservation
taken under
the Treaty of
1817.

Sum allowed
$4000.00

Entered & recorded
on the record

Mrs. Suramah Guerineau – a reservee
under the Treaty of 1817 – Reserve on the
East side of Chalahoochy – below Mr.
Rodgers – The Books of the Agency will
show, that the reservee complyed with
the requisitions of the Treaty, & obtained
a Certificate from Col Meigs – since which
time she has made no disposition of the
same whatever, but has been kept
out of possession of the same ever
since – under the laws I do the only
were granted the evidence to sustain
this statement can be found in
the neighborhood –

Ex. Journal

Statement of
Claims under
the Cherokee
Treaty of 1835.

GUNTER, JOHN

H 25

GUNTER, Edward + John
(Reservation claims)
See
Special File # 34
[M574, Roll 4]

Reservation

John Gumler 25

No 25.

Disallowed.

Wm Black
Transm. of letter
from enclosed
to Col. G. L. Offley

Wm Black. Letter from post Master Clayton Ala
Dated 10th Jan'y 1836 asking information about a re-
ward claimed by John Gunter supposed to have
been forfeited Ordered to Gen'l Office in
lieu of letter 28th Jan'y asking information wanting
by letter

W. Chapman
Ala

Wm Black. Letter from Postmaster Claysville
Dated 10th Jan'y 1836 asking information about a re-
ward claimed by John Gwaltney supposed to have
been forfeited Gwaltney to come back & open a
Store Letter 28th Jan'y asking information touching
the

W. Chapman
Ala

John Gunter
$181

Cherokee reservation
under
8 Article of Treaty of
1817 - Land Laws p 267
12 Article of the Treaty
of 1819. Land Laws p 269.

Rejected

The Rep. of the Treasury says
he will call a sec the
Comm on the 2d March.

See letter of 2d March 1836
to Rep. at Huntsville
& to the Rec. & Reg. [illegible]

Creek Path Dear Sir this is to let you Know my present Situation
me and family is hopeing these will finds you and yours in good health
I have nothing new to write any farther than the exchange of lands
verry much Ransacked in my old days Being weak handed I dont
Expect to get over the Runnaus Situation Soon if Ever that it left mine
I have a wish to Continue on my place till the lands is Brought in to
if you think it advisable you will please to write By my Son Edwd
and let me Know what way to proceed Relative to the Same I further
understand by the treaty we are to be paid for our Improvements if So
Send on the person appointed for the purpase as Soon as the nature of
Case will admit for I am fully determined to take no Reservation I wish
to Know what I am to get for mine your accommodation will
oblige me verry much in writeing to me on the Subject I am Sir
yours with high Regard &c

To Wm Gunter Senior
8 August 1819

Col Returning Officer

John Gunter sen.r a Citizen of the United States having by honorable Marriage Connected himself with a Cherokee Woman. did on the 19th of October 1819 enter his name in right of his wife for a Section of land on the North side of Tennessee river. and to include his improvements where he now lives — Agreeable to the Provisions of the treaty of July 8th 1817 Between the United States and the Cherokee Nation. Considering himself at the same time under the protection of and Amenable to the Laws of the United States.

Given under my hand at the Cherokee Agency this 3rd day of December 1819

H. L. Williams
Sub Agent Cherokee Nation

Certificate from
the Cherokee Agent
to John Bunch Jr.
Relating to a
certain Reservation

Notice
Daniel Fellar
Isaiah Wileman

The within Notice
Executed this 18th
day of April 1831
Wm Smith

State of Alabama } Mr David Sellers &
Jackson County } Silas Hellman

you are hereby notified to attend at the house of Joseph Edwards
an acting Justice of the peace in and for the county of Blount on
~~evening~~ the 24th of this Inst. then and there to take the deposition of
Philip Bratcher and John Gilland. and also to attend on Thursday
the 25th of this Inst at the house of John Markley an acting Justice
of the peace in and for the county of Blount. then and there to
take the deposition of Elijah Brazier respecting my right
to Six hundred and forty acres of Land taken as a reservation
and the proper owner will procure to establish the legality
of my right and you may attend if you Choose

April 15th 1834

John Gunter, Jr

deposition
Philip Broaches on
John Gaunters
Reservation (&
motion attach.)
Testimony Equivocal

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The State of Alabama } This day personly appeard
Blount County } before me Joseph Edwards
an acting justice of the peace for the said County
Phillip Bracker and John Gilleland to give
evidance Relative to a Reservation in Jackson
County and state of alabama Claimed by John
Gunter and Contested for by David Litton and
Isaph Wilymon

1 Q by Mr Gunter Mr Bracker what do you know
Respecting John Gunter Reservation in Jackson
County.
Ans I understood by Mr Gunter that he had taken
a reserve there I under stood this in the year 1819

2 Ques, By Mr Boshart do you know what year John
Gunter left the north sid of tinfee
Ans, he left there in the year 1819.

3 Q do you know of his being in possession of that plaice
after he left there during your acquaintance with that
plaice.
Ans I do not know of his having possesion of the
plaice Isaah Walker told me that he had Rented
the plaice of Gunter and Gunter also told me
the plaice to Walker.

4 Q by Mr Gunter do you know wheather John Gunter
left any stock in the possesion of Mr Walker
Ans I do not

card
reds
E
on
in
ind

ion
on
Taken
'g
tober

to place
that
the
ented
Rents

Gunter

5 2 do you know wheather walker paid rent for the plaice or not

Ans I do not

Sworn to and subscribed in the presents of me on the 20th day of April 1831

Phillip Bracker

Joseph Edwards [L.S.]

Justice of the peace for Blount County.

The State of Alabama } I Marcus T. Brindley, Clerk of
Blount County ss } the County Court of said County
Certify that Joseph Edwards whose name appears above to the affidavit of Philip Backer & before whom it seem the said Philip Sworn & subscribed, & who subscribed the same as a Justice of the Peace. is, was on the day & Year of the date thereof & long since hath been, an acting Justice of the Peace in & for said County. duly qualified as such & that due faith & credit ought to be given to all his official acts as such.

In testimony whereof I hereunto set my hand & affix the private (having no public or official) Seal of said County. at office in Blountsville County aforesaid this twenty sixth day of April in the Year of our Lord one thousand eight hundred & thirty one

M. B. D. C. A

Marcus T. Brindley. Clerk C.C.

State of alabama } Wm Isaiah Hitman &
Jackson County } Xavier Allen

Sir take notice that I will attend at the office of Wm H. G. Wheeler a Justice of the Peace for said County on Monday the 28th of this inst for the purpose of taking the depositions of John W. Gail & William Smith respecting my right to a preemption of Land at which time and place you may attend if you see proper April 23rd 1835

John Gunter Jr

Notice
Isaiah Williams &
Davis Sellers

I do hereby certify that I
handed a true copy of the
same to the within named
persons April 2d 1834
Hyland Davis

Deposition
William Smith &
John Gunter
Reservation
(within allowed)

Rec'd & Entered Register & Receiver
Land Office Huntsville
Ala

State of Alabama } This day personally Come
Jackson County } before Me Wm H. Wheeler a justice
of the peace for said County William Smith and
John W. Coal and after being duly Sworn ~~to tell~~
the truth the whole truth and nothing but the truth
to relate respecting the right that John Gunter
has to a reservation of Land in said County
the said William Smith being first sworn States
as follows, to, wit, at the time that the Surve-
was running out Harrisons Reservation I was
present and heard John Gunter and Isaiah
Walker have a quarrel, I understood that John
Gunter had rented his land to Hiram Walker
and Isaiah Walker told Gunter that they
should not run out his plan Quest by
Gunter did you hear Walker say that
if the plan was run out that he would
break or injure the Surveyors Chain
Ans, I did not. Quest by Gunter did you
hear Walker say if he attempted to run
out the plan he would loose his life
by it that it should not be run Ans. I think
there was such Chat took plan Quest by
the same, Did you hear Walker say that
his sons had rented the land from John
Gunter until the land Sales, Ans. I heard
him say Hiram had rented it. tho I
never heard for what length of time I
heard that he was to give three hundred
Bushels of Corn a year for rent, and he
paid it one year to Mr for Gunter
Quest by Gunter. do you know whether

Walker ever refused to pay the rent or not
And I dont know
Sworn to and Subscribed
before me This 25th day
of April 1831 –
Wm W. E. Wheeler J P Seal

William his / Smith
Mark

State of Alabama
Jackson County

I Richard B Clayton Clerk of the County
Court of Jackson County aforesaid do certify
that Wm W. E. Wheeler whose name appears to the forgoing
deposition is and was at the time of Signing the Same an
acting Justice of the peace in and for Said County of Jackson
and that full faith & Credit is and ought to be given to all
his official acts

Given under my hand and Private Seal
there being no Seal of office at office
this 26th day of April 1831

Richard B Clayton Clk

State of Alabama
Jackson County

I William [illegible] Judge of the County
Court of Jackson County aforesaid do certify
that Richard B Clayton whose name appears to the forgoing
certificate is and was at the time of Signing the Same
Clerk of the County Court of Said County of Jackson and
that his certificate is made in due form of Law

This 26th April 1831

Wm Compton Judge of the
Court of Said County

The State of Alabama } March 11th 1831
Jackson County } This day personally appeared before me Wm H. Wheeler an acting justice of the peace in and for said County Robert Walker David Bonhart Thomas Hodge Harris Burks and Booker Smith who being duly sworn the truth to relate respecting a reservation said to be taken by [redacted] Esqr. on the County aforesaid about Eight Miles Northeast from Gunters landing on the main rode leading from Gunters Landing to Bellefonte The said Robert Walker States as follows viz, I think John Gunter Esqr father have possession of that Land in January Between the 4th and 9th days of In the year 1820 Said John Gunter Removed from the north side of Tennessee River on to the South side in the time above Stated for I was attending Edward Gunters Ferry and helped him Cross the River at the same time at the present time of Gunters Mooveing from the place I think from the Conversation of both parties there was a Contract of Rent Verbally Contracted But no Writings Drawn until some time after Gunters getting over the River on the South side Some little Shortly afterwards there was a Note Drawn By Father and Brother Liram I think the note Called for three Hundred and fifty Bushels of Corn for Rent I think that was the Contract Between the Two parties [redacted] or Rent was my understanding Was to have been paid Annually until the Land Sales in Jackson County

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2 According to Contract there was the first years Rent paid after that some murmering Conversation took place Between the two Contracting parties however there was another Crop made But no more Rent paid then a Stronger Contention took place Between the two parties, Gunter said he would sue the walkers, was my understanding. then said Gunter made an Agent I think Of James Hodge and Hodge Came up to the walkers on that Business father and Brother and Hodge went out some where to settle about this note that Called for the Rent When they Came Back my understanding was Between the parties father and Brother Hiram Walker Give up all the farm on the River for the note and the place on the Road I was there at that time But did not go to the River with them as I Recollect Quer.t by Gunter was you ever at that place before John Gunter put your father in possession Ans.d I was there some time in the year before Quer.t by Gunter how old do you suppose that plan was the first time you ever seen it Ans.d It appeard like an old plan and I heard that they had been living there ten or fifteen year Quer.t by Gunter did not John Gunter own the plan at that time Ans.d he was in possession of it and there was no other claime to the plan as I knew of Quer.t by Gunter was John Gunter the head of an American family Ans it appeard so. and they were called so Quer.t by Gunter when John Gunter put your Father & Brother in possession did he

not put them in as a tenant of that Block
Ans. I think so Quest by the Same did not John
Gunter put Stock in your Fathers and
Brothers possession to ease on the Shares
Ans. I think he did to my Brothers on that
Block Quest by the Same how long did
your Father & Brother Keep that Place in
possession Ans. I think about 9 years
Quest by the Same when John Gunters
Reservation was run of did it not include
most all of his improvement that he had
put your father in possession of Ans. it did
Quest by Sutton during the time that your
Father was in possesion of that Claim
was there any talk of it being a reservation
Ans. None as I Know of Quest by Sutton
was not these improvement traded and traf-
-ficked about from one to another the same
as other public lands Ans. I believe so after
Hodge and them made the Contract Quest
by Sutton when the General Surveyor
Surveyed these lands did he make any stop
at this Place or run Strate on with his
lines Ans. he run Strate through the
improvement with his lines the way
they were going. Quest by the Same
do you recollect or Know of a time that
Hodge & Walker made when they compromised
to devide their improvements Ans. I think
Father told me there was a line in the woods
between the two places Quest by the Same
did you not consider after this division
that the old improvement where the buildings
were, was your Father the same as other
public lands, Ans I did

4 Quest by Gunter how long has it been since
John Gunters reservation was run out
Ans. about three or four years ago
Quest by the same did John Gunter ever
sell his improvements on that plane
Ans. in no way only as by Hodge as his
agent Quest by the same do you know
that Hodge was an agent of John Gunters
Ans. Hodge had the Note and my understand
-ing was he was an agent about that
Improvement Quest by the same was Hodge
Not an officer at that time and Collected this
Note as an officer Ans. he concluded the trade
entirely by giving up the note as I before
stated, he was a Deputy Sheriff at that
time under Griffy and as I understood
had the Note for Collection Quest. by Mellon
how long has it been since John Gunter
Claimed any rent for this improvement
Ans. I never understood that he ever Claim
any since Hodge and My Father Traded
Sworn to and Subscribed
before me this 11.th day of
March 1831

Robert Walker

Wm. H. C. Wheeler Seal
Justice of the Peace

David Boothards Evidence Some time
in the year of 1819 I became acquainted
with the place Claim by John Gunter as
as a Preemption
I think he was living on it at that
time in the Early part of the year 1820
[redacted] the latter part of 1819 he left the
place and Moved to the South Side of
the Tennessee River when he Resides at
this time — I under stood that Leich
Walker Esqr. had Rented his improvement
when he left it, Some time after D
Gunter left his Improvement perhaps
1821 or 1822 I saw a Mr James Hodges
who informed me that he had a note on
Squr. Walker for the Rent of the Improve
= ment Gunter let him have and he also
had a Writ that if Walker would not settle
he would serve it but stated that Mr
Gunter had authorised him to make
any Contract about the Matter he
Could so as to have the thing settled on
the best terms, he could, as Mr Hodges
Return he told me that he had Given
Walker the Improvement where he the
D Walker lived and he had Got the
field on the River. Question by Edward
Gunter. have you not heard the Walkers
say that John Gunter put them in possession
of that place as tenants

REPRODUCED AT THE NATIONAL ARCHIVES

6 Ans. I heard Old Mr Walker say that old Mr Gunter gave him possession Quest. by the same when you first become acquainted with the place how old would you suppose it was Ans. part of the improvement looked like it might be ten or fifteen years old Quest by the same how long has Mr Walker kept that place after he had possession of it Ans. I had it in possession Something like Eight years Quest by the same when John Gunters reservation was run out did it not include the most of his improvement And the reservation Claimed by John Gunter when it was run out by Mead who said he was authorize to do so included the most of the improvement but it dose Not include the same track that is now Claimed by him as a reservation Quest by Sutton. did you not Consider Hodge as agent for Gunter when him & you had this Conversation Concerning that Contrack Ans. I did & he told me he was authorize to make any Contrack about the matter and also told me that Gunter was to give him half of all he could make and that he had got that big field on the river and intended to keep it Quest. by the same did ever John Gunter Claime any rent after that Contrack was made to your knowledge Ans. he never of himself

the two ag he Co ch a h d a a a

but a Mr. Mead come on about a year or 2. two back and Claimed rent he said he was agent for Gunter tho I seen no authority he had for it Quest by Gunter what Contract was alluded to that you and Mr. Hodge had this Conversation about Ans. It was the Contract that was made between Hodge and Walker Quest by the same did you Consider Mr. Hodge Gunters agent at that time Ans. Hodge showed me no authority but told me he was authoreze to make any Contracts about the place

D. Bonnet

Sworn to and Subscribed before me this 11th day of March 1831

Jno. F. Wheeler Clerk
Justice of the Peace

Booker Smiths Evidence. To the best of his recollection it was in the winter after the Treaty of 1819. between the United States and the Cherokee Nation that John Gunter removed from a place called by him afterwards Claimed as a reservation in the County of Jackson, to the South side of the Tennessee River in the Cherokee Nation, and he has Continued to reside there ever since. Quest by Gunter were you ever at the place where John Gunter removed from when he went over the river Ans. I was never at his house before he moved as I know

6th Ques't by the Defence have you ever heard the Mr Walkers say that Gunter put them in possession of the [redacted] plan And do not know whether I ever heard the Mr Walkers say any thing about it but I have heard Mr Gunter say that he put the walkers there in possession of that plan as tenants

Booker Smith

Sworn to and Subscribed before Me this 11th day of March 1831

Wm L. Wheeler J P Qual

Justice of the Peace

I certify under my hand and seal that the foregoing depositions were taken truly by and before me the day and date first above Written and that the said Robert Walker L D Borkart & Booker Smith Subscribed the same in my presents

Wm L. Wheeler (Seal)

J. Justice of the Peace

John Smith
Thomas Hayes
and 6 more.

The State of Alabama } March 15th 1834
Jackson County } This day personally
Came before me Wm. D. Thurlo a justice
of the peace in and for said County
Isham Smith Thomas Hodge and Harris
Beorks who after being duely sworn the
truth the whole and nothing but the truth
to relate respecting a reservation said
to have been taken by John Gunter
Sen.r in said County about Eight Miles
North east from Gunters Landing
the said Isham Smith being first called
states as follows to wit, that I was
at Mr. Gunters house when he lived on
the place now claimed by him as a
reservation before the Treaty, and I
know that he moved over [redacted] to
the South side of Tennessee River
Quest by Wilkerson did you not hear
James Hodge say that John Gunter
had authorized him to make any
Contract about the place he thought
best to collect a certain note that
Walker had given him for the rent
of this place Ans. I heard Hodge say
that Mr Gunter had given this note to
him to [redacted] the best he could or the most
it settled and he was to have half he
got for his trouble Quest by the same
did you ever hear Hodge say what

REPRODUCED AT THE NATIONAL ARCHIVES

10 the Contract was between him and
Walker or? I heard him say that
Walker had gave him up to his part
the big river field which Hodge runted
out and moved away. and left Westley
Davis to see to the getting the rent and
to pay the same to his Youngest Daugh
-ter which was living with me at
that time which she got, and Walker
got the other part of the improvement
up next to the Spring where the reser-
vation is said to have been taken

Quest by the same did you not under
-stand from Hodge that Mr Gunter
was dissatisfied with the Contract
Ans. I never heard no Complaint be-
tween them about the Contract

Quest by the same did you ever know
of John Gunters Claiming Rent for
that place since the Contract
Ans. I never did

Sworn to and Subscribed
before me this 15th day
of March 1831-

John Smith

Wm. L. C. Wheeler J.P.C.

Testimony of the Same

Thomas Hodges evidence states as
follows. John Gunter has moved off the
place he now Claims as a reservation
to the South Side of Tennessee River
in the year 1819

Sworn to and Subscribed

Thomas Hodges

before me this 16th day of March 1831 $11

Wm H. C. Whitehead Pleas
Justice of the Peace

I certify under my hand and seal that the foregoing depositions were taken truly by and before me the day and date first above Written and that the said Olsom Smith and Thomas Hodge subscribed the same in my presence to

Wm H. C. Whitehead Seal
Justice of the Peace

State of Alabama } Richard Blalock Clerk of the County
Jackson County } Court for the said County of Jackson
and State aforesaid do Certify that William H C Whitehead
whose name appears subscribed to the above and foregoing
Certificate is and was at the time of subscribing the
same an acting Justice of the Peace in and for the said
County of Jackson duly Commissioned and qualified as
such and that full faith and Credit is and should be
given to all his official acts as such

In Testimony whereof I have hereunto set my
hand and affixed my private seal there being
no seal of office at office in Ballyards This
23rd day of March 1831

Test R B Blalock Clk PC

I do hereby certify that I served a true
Copy of the within Notice on Edward Gunter
an agent for John Gunter Given under my
hand this 12th day of March 1831

Robert Walker

State of Alabama } Mr. John Gunter Sen. as
Jackson County } Edward Gunter who
Presents him self as Agent for the Dec'd John Gunter
Sen. Sir take notice that I will at the office
of Wm H & Wheeler Esqr. Justice of the peace
in and for said County on the 15th of
this Inst. for the purpose of taking the
Evidence of Harris Burky Thomas Hodges
& Isham Smith Respecting the Right to
a Reservation of Land said to have
ben taken by you in the County afore
said about Eight miles north East from
Gunters Landing at which time and
place you may attend if you Chuse
March 12th 1831 Isiah Wileman

State of Alabama }
Jackson County } Mr John Gunter Senr

Sir take Notice that I will attend at
The Office of Wm H Wheeler Esqr a
Justice of peace in and for said County
On 11th day of this Instant at 10 o'Clock
In the morning for the purpose of
Taking the Evidence of Robert Walker
David Bushart Thomas Hodge Haris Ba^ss
And Booker Smith Respecting the Right
to a Reservation of Land said to have
been taken By you in the County a-
foresaid about Eight miles North East
from Gunters Gunters Landing at
Which time and place you may attend
If you Choose March 8th 1831
Isaiah Vickerson

I do hereby certify that I served a true
Copy of the within notice on John Gunter
Given from under my hand this the 9th day
of March 1831

Robert Walker

State of Alabama } Personally to a notice
Jackson County } hereto[illegible] served on
John Gunter a copy of which is here with
filed & proven by the Deposition of David
Ryckets which deposition is also herewith
filed I A R Barclay an acting Justice of
the Peace in and for said County at the
instance of Isaac Wileman have caused
caused to come before me at the
office of A R Barclay on the 13th of April
1839 Isaiah Walker Robert Walker
William Smith & Booker Smith who be-
ing Duly Sworn to Speak the truth the
whole truth & nothing but the truth in relation
to the Claim of John Gunter or to a reservatio
of 640 acres of land in said County Claim
ed by him under the treaties between the
united States & the Cherokee nation of Indi
ans

the said Isaiah Walker deposeth & says that

Quest by Wileman Law long have you been acquainted
with John Gunter
Answ Ever since Early in the year 1819
Quest. Where was he living at that time
Answ in Jackson County on the Main Road leading
to Bellefonte about Eight Miles from Ballard
Gunters ferry Quest is that the place claim
by him as a reservation Answ it is
Quest do you know what year the treaty was
Ratified in Answ it was in March 1819
Quest how long did John Gunter Remain on
that place after your acquaintance with him
Answ until between the first and fifteenth day
of January 1820

23

Quest How long as you think it is since Gunter Received any Rent from that Improvement

Answr I think about Nine Years

Quest How long have you lived on that Improvement

Answr I said live on the Improvement altho over again part I Rented a little upwards and altho I knew it I lived about Eleven years on the Improvement undisturbed only settling with Mr Gunter about the Improvement

Quest has Mr Gunter ever called on you for any Rent since our Troubles and you refused

Answr he Never did Nor body Else

Quest by Edward Gunter what Number of Years did you Rent that place for from John Gunter

Answr I Rented the place from John Gunter untill the lands came into Market in Jackson County in Alabama State

Quest by Defrs Mr Gunter as You Know whether John Gunter left any logs with any of your sons or

Ans Answr my Son Hiram and my Son James Walkers told me Mr Gunter had left them have some Laws and pegs to Raise on the Shears Same way

Quest by Edward Gunter had you and John Gunter any falling out after You got in possession of the place

Answr I think there became a great coolness between Mr Gunter & myself from what had been formerly between him and me after I got the place

Quest by E. Gunter did You Never Threat Mr John Gunter with his life or Some bodily harm

Answr it is likely I have done so in the time or heat of passion

Quest has he Ever been in possession of it &
since that time Answer I got the place from
him when he went away from it
and he came the Ensuing fall and I paid what
was due to him that that year the year follow
=ing I Refused the payment of any more and
it Run on so until some time I think Early
in the year 1822 James Hodges one of my
Neighbours came to me with the obligation
that I had gave Mr Gunter for Rent and said
he was agent for Gunter in that business
and if I did not comply with my contract
he would write me for it and was then
on his way to give the write to the Sheriff
to serve on me I told mr Hodges that I would
compromise the business by stating the
Improvements he agreed for me to make
a trial at a trifle in a few days accordingly
we met and did agree he took the part
that lay on Tennessee River and I Kept the
house and Improvements on the Road where mr
Gunter had left Hodges and we had a line
Between the two fields and he gave me up
my papers and all the Right and interest
that mr Gunter had at that time to the
same and mr Gunter Never has been in
possession of the place from that time as I now of
and I have Ever been since that time till now.
and at this time has part of it Planted this
present year Quest mr Hodges I think did pay him
for some corn at least I seen a pile of Corn lying
in the River field and Hodges said it was
for mr Gunter

Quest by Wileman Lad[illegible] the page of the Impro-
=ment that Hodges got him to cross Several times
since Answr to has been crossd Several times
Quest did you Know any Law paying Gunter or
Hodges any Rent since the Improvement
was taken away by Hodges Answr I am Not
Quest did that Stock Run on that Improve=
=ment that Mr Gunter left with Young Sons
or not Answr I cant Recollect that Ever I
seen them or not Quest by E Gunter did Young
Sons live on the Reservation at the time Gunter
left them have the Hogs or not Answr they
Quest. do you Know whether James Hodges did not
give the Improvement to his daughter or not
Answr he told me when he was going to move away
he had given it to his son and last brother in law
wesly Davis sold to Benjamin Wileman and Wileman
to me and I to Bat Smith and I bought
part of the Improvement from Smith and Still
holds it Quest by E. Gunter was Hodges daughter
Married or Single woman at that time
Answr she was Single woman

Isaiah Walker

Sworn & subscribed to before
me this 18th day of April 1839
N V Barclay Justice of the peace

The testimony of Booker Smith.

Question by Wileman. How long have you
been acquainted with John Gunter Sen.r!
Answer from the best of my recollection

5 I became acquainted with him in the year 1819.
after the Treaty between the Government of
the United States and the Cherokee Nation
made in February 1819. and to the best
of my recollection shortly after that time
Question by the same. Where was John Gunter
living at that time? Answer. I was
informed by Mr. Gunter that he lived
about nine miles from where he now
lives, and in the County of Jackson. Question
by the same. How long since he removed
from that place to where he now lives?
Answer. To the best of my recollection
it was either in the latter end of the
year 1819, or early in the year 1820, he
bought an improvement in the Cherokee
Nation and removed to it, and he has
lived on it ever since. Question do you know of
John Gunter having ever been in possession
of the place he removed from since that
time? Answer. I have never known of
his having possession of that place
since he removed from it.

Booker Smith

Sworn & subscribed to before
me this 13th April 1832
A V Barclay Justice of the peace

The Testamony of Robert Walker

1 Question by Isaiah Mekinnan How long have you been acquainted with John Gunter Sr And Esqr since the year 1809

2 Question by the Same Where was he living at your first acquaintance And on the plain Which he now claims as a reservation

3 Question How long did he live on that plain after you was acquainted with him Ans until perhaps ~~the~~ Jany between the first and Tenth 1811

4 Question Where did he remove to when he left that plain And He moved something like eight or nine miles on the South side of the Tennessee River in the Cherokee Nation

5 Qu Was he ever been in possession of the ~~plain~~ improvement since he left it Ans no not to live there as his home

Qu by Edward Gunter do you know whether John Gunter rented his improvement to your Father Ans I understood from my Father & Brother Hiram that he had rented the improvement until the land sales of Jackson County they were to give three Hundred & fifty Bushels of Corn rent per year

7 Quest by same Do your father live on John Gunters
Reservation at this time Answ No.
Quest by same how long did your father live on
John Gunters Reservation Answ.
it was Some two years I cannot tell
well but something like nine or ten years
Quest. by the same do you know whether
John Gunter left any stock with your
brothers or not I think he did with
some of my Brothers
Quest by same did they live on the place
at that time Answ I presume they
did.
Question by Mr Mercer have you not heard
your father say that he had settled the Rents
with Mr Gunters Agent and that they
had Given him all the Right and title
to the Improvement,
Answ. I understood by my father that
they had Given him up the place on the
Road and Mr Hodge kept the River place
they Gave him the place however they
by my father gave them to never Have for
the Rent
Quest by the same have you been acquainted
at that place ever since they settled

Ans^r Shaw. 8

Quest. Have you Ever herd any persons Paying John Gunter Rent. Know that Settlement of that Improvement or Quest^r not for the Improvement on the Plaice under Pleas that All Wages paid him Rent. I cannot do well tell but Rent ^ only I never hear of his Getting Rent ^ one year and they have not been in possesion for Seven or Eight year that they got no Rent nor I never heard of the Claiming Rent in that time

Quest by E Gunter Do you Know whether John Gunter and your Father had a jawling ans^r And I never heard them have any Dis pute

Quest by E. Gunter Did you ever hear your Father Say there him and John Gunter had a jawling ^ on his life that he Threatened him with Bodely harm Ans^r At this time I Cannot recollect

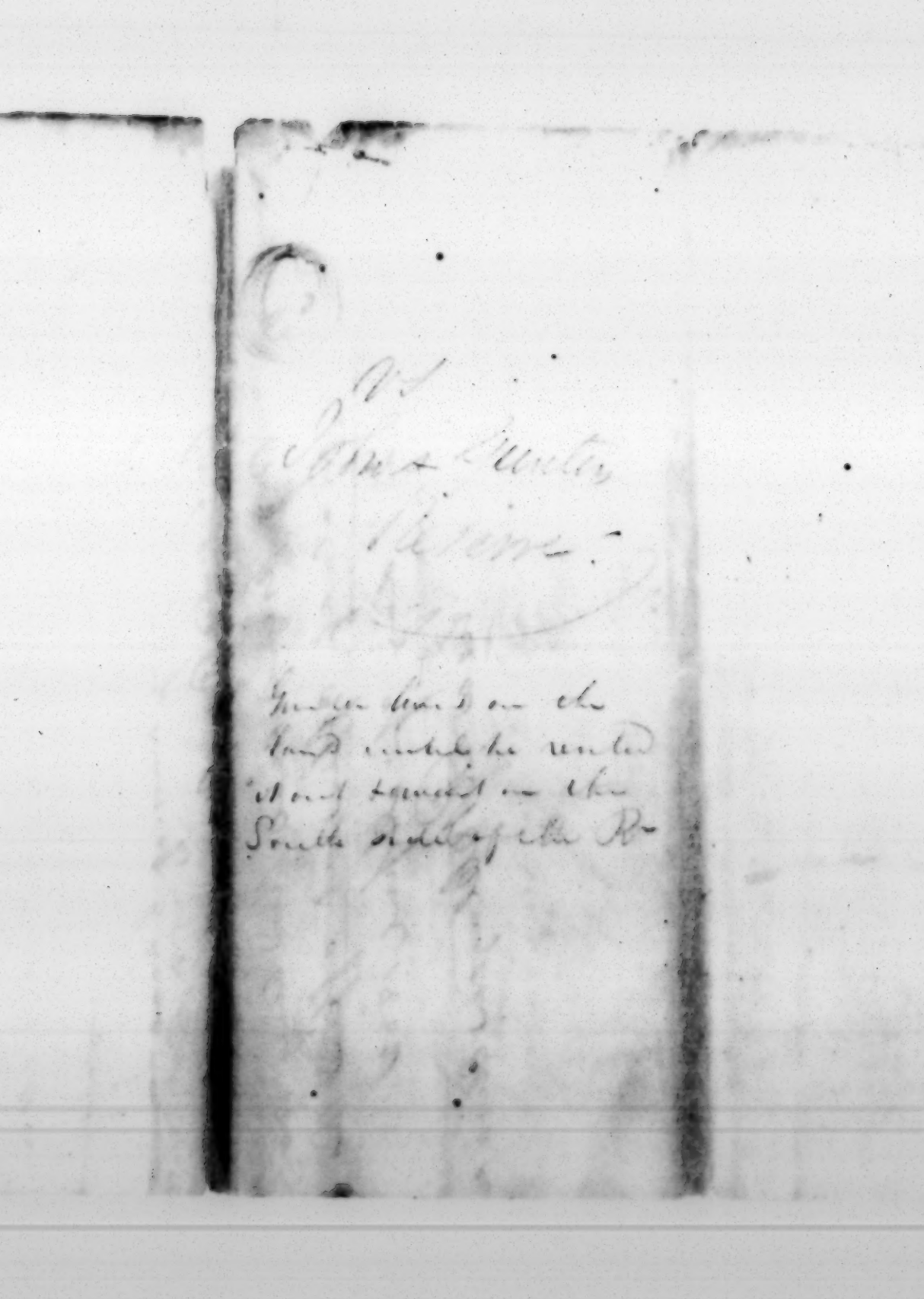
Quest What did you hear your Father Say when Mead the Survey an came on to run out the Reservation Ans^r I do not Recollect that there was any opposition by my Father

Quest Did you hear your Father Say about the time Mead came to run the Reserva tion that John Gunter should not have

9 pr[illegible]ipians of said Land or at any other
time did you hear him say so
Ans I do not recollect at the time said
was that he say. d any thing about it
as well as my mother can Lewis me at
the time the surveyor came round to
run the Eufaula Reservation I understood
that John Gen. tr talked of having his
farm my Father told me at that time
he objected to it because he had rented
it he Gen. wanted to [illegible] having the old
Lady his wife back on the place and
that her stay till the land was run a
He my Father told me that Ezq Bayles
and Ezq Connally [illegible] and told him
they thought that it was impossible on
the united States Robert Walker

Sworn & subscribed to before me
this 18th day of April 1832
A[illegible] Bandy Justice of the peace

I certify under my hand and seal that the
foregoing depositions was taken truly by
& before me the day and date above written
and that said Isaac Walker Booker Smith
& Robert Walker subscribed the foregoing
depositions in my presence
this 15th day of April 1832 A[illegible] Bandy Justice of the Peace for
Jackson County (Alabama)



State of Alabama
Jackson County } I Richard R Blalock Clerk
of the County Court for the said County
do Certify that A R Barclay Esqr whose
name appears subscribed to the foregoing
Certificate was at and was at the time of
subscribing the same an acting Justice of
the peace in and for the said County duly
qualified as such and that full faith
and Credit is and ought to be given to all his
official acts as such

In testimony whereof I have hereunto
subscribed my name and affixed
my private seal there being no
seal of office at present this
23.rd day of April 1832

Test R R Blalock Clerk &c

Washington City - Janry 12th 1833.

Hon. Elijah Hayward.

Sir,

At the request, several times repeated, of those concerned, I have, to day, examined the evidence now on file, having relation to the reservation claimed in Jackson County, Ala., your determination of which, had been suspended for further testimony.

As regards the claim of Catherine Stephens, I find it is proven by Isaac Thomas, who resides in the neighbourhood of the pretended reservation, and has done so eight or ten years, that she has not lived upon it or made any pretence of claim, during that time. It is also proven by Joseph B. Eason, that Catherine Stephens has not resided on the land, she claims, for a period of six, or seven years, during which, he has lived in the neighbourhood. I am acquainted with both these witnesses, personally, and by character and should have no hesitation, in according them entire credit, upon their oaths. The only evidence which, at all, conflicts with the testimony of those two witnesses, or goes, in the least, to weaken its full force, is

that Willis Stephens, who had been the husband, (or quasi husband) of this woman, offered her some personal violence, and perhaps refused to cohabit with her any longer — but does not shew that he drove her from the land, or inhibited her residence upon it. It seems to me, that it amounts to no more than this — she could no longer live happily with Stephens and abandoned the land, voluntarily, and without force. If I am not mistaken in this view the right has reverted to the United States, under the 8th. Article of the Treaty of July 1817.

He appears to the claims of John Hunter & Edward Hunter — it appears they lived on their respective reservations, when they were taken, within the ceded territory, north of the Tennessee river — which residence was indispensable to entitle them under the Treaty. But it is proven, in each case, that the reserve removed in 1819 or 1820, from his reservation, and settled beyond the ceded territory, south of the Tennessee river, among the Cherokees — where they have both resided ever since. I saw, it appears to me, very clearly, that this voluntary removal (for it appears to have been wholly so

and reuniting with their Chrokee brethren, places the question of reunion beyond doubt. One of the express conditions, on which reservations were to be allowed, was that the Indians, taking them, wished to become citizens of the United States. Instead of fulfilling this condition with good faith, both the Cherokees, as the petitioners swear, in 1819, or 1820, abandoned their reservations & removed into, and became reincorporated with, the Chrokee tribe. If they removed in 1819, it was within less than one year, if in 1820, it was within less than two years, after the ratification of the treaty, under which they claim. It was obviously not the intention of the Government to grant reservations for the purpose of sale, or speculation, but to make the reservees civilized men, & citizens - consequently, a removal to, & settlement in, the nation again, defeated the object, and violated the spirit of the Treaty. To place the matter, however, beyond all doubt, I beg leave to call your attention to the first proviso to this article - which reads, "Provided, that if any of the Heads of families, for whom reservations may be made, should remove therefrom, then, in that case, the right to revert to the United States"

It might be maintained, consistently with the letter of this promise, that any removal, voluntarily, from the particular tract reserved, by the head of family, for whom intended, even to another tract of land within the Cedar territory, would cause a reversion, or forfeiture of the right. Removal from the tract occasions the forfeiture, without regard to distance. You have as much right to say, that a removal 50 or 100 miles shall not be followed by forfeiture, as that a removal five miles shall not. Personal occupancy of the reservation was intended - not through tenants or agents - for, without it, civilization & citizenship could not be accomplished. Again, a sound construction must have some certain rule to sustain it - if you determine that a simple removal, off the reservation, any, the shortest distance, shall not cause the right to revert, what distance will be sufficient? But, the right has reverted, according to the spirit, as well as the letter of the Article - for there has not only been a voluntary removal, but an abandonment of all pretension to citizenship of the United States, by going back into their tribe. To shew that this abandonment is not merely temporary, but permanent,

I need only remind you of the fact, already adverted to, that the Country have, both, resided at least twelve years in their nation, on Tombigbee, since their removal. I think the correctness of this conclusion is not even rendered questionable by the fact, if positively proved, that the claimants have received rent from the occupants. If receiving rent would supply the place of actual residence, it might be done as well by an Indian at the foot of the Rocky Mountains, as among the Choctaws South of the Tennessee river — yet there would be no citizenship, no progress in the arts of civilized life, nor any other object of the Government accomplished.

In the case of William Jones, another reservation is proven, in substance, by two witnesses, who have lived eight or nine years, within from one to three miles of the reservation, that he has not, during that time, resided on the tract. I think the proof shews that he made an attempt to sell & convey — and actually received the consideration & removed — that he afterwards returned & wished to rescind the contract but the purchaser being unwilling or refusing to do so,

he went off and has never since returned. The reason of what I have said, in regard to the distance of the removal, applies with equal force, as regards the time of abandonment. Whenever the abandonment appears to have been voluntary and complete, if for but one week, it ought to be as sufficient, as if it had been one year. Where there was a sale and surrender of possession, and entire removal, on payment of the consideration agreed upon — can the party save himself from forfeiture, as a consequence of such removal, by afterwards returning and demanding possession? If this could be done, the terms of the treaty could be easily evaded, by collusion, between the reserve and purchaser. The party claiming a reservation could sell to whom, & for what he pleased — and the purchaser, knowing that the right would revert on removal, would only have to procure the reserve to return, in pursuance of written, and demand possession of his former rights — & this artifice would defeat the provisions of the treaty and the rights of the Government. Under this view, I think, Jones' claim ought also to be rejected. I omitted to mention, that there is no evidence that Jones ever resorted to any legal remedy, to restore him to possession. The want of such testimony, and the lapse of time justly conclusively shew a voluntary & total abandonment.

The want of opportunity to converse with you, personally, in reference to these cases, I trust, will be considered sufficient apology for the adoption of this mode of communication. I respectfully request that you will turn your attention again to the evidence on file, in the cases of Catherine Stephens, John Genter, Edward Genter, and William Goins — and again look into those parts of the treaty, to which I have alluded — by doing which, I flatter myself, you will be as well satisfied to reject them, as any others on which you have passed. As to the other cases, the decision of which has been suspended, I have nothing to say, unless further testimony shall be adduced.

Please let me hear from you, in reply, as soon as may suit your convenience.

I have the honor to be,
very respectfully,
your obt. servt.
C. C. Clay.

P. S. Please preserve this letter, as I have retained no copy, and may have occasion to recur to it.
C. C. C.

C. C. Clay

Letter and Appointment in Confederate v. Stephens Case

Declaration

Mrs Samuel Gunter Edward Gunter John Gunter Sr.
and all the Rest of the Heirs of John Gunter Dec'd Take
Notice I Shall proceed to take the Testimony of
Hylan Davis Rebecca Davis William Clarke
& Stephen Newman on the 21st day of this Inst
at the office of Wm H & Wheeler Justice of the peace
for the County of Jackson State of Alabama
Respecting a claim that John Gunter Dec'd was
said to have had a Reservation of land in the
County & State aforesaid where you may attend
if you Choose this 19th Sept 1835

Isaiah Wileman

State of Alabama } Personally appeared before me
Jackson County } William H. E. Wheeler an acting
Justice of the peace in and for the County aforesaid
David Tillis. who after being sworn, says that he
did on the 12th day of this instant deliver to John
Gunter Junr. a written Notice, of which the within is a
true Copy.

David Tillis

Sworn to and Subscribed
before me this 21st day
of September 1835

William H. E. Wheeler
Justice of the Peace

State of Alabama
Jackson County
This is to certify
that David Tillis
a True Copy of
the within Notice
as John Gunter
Junr. on the 12th
of Sept. 1835
David Tillis

Booker Smith - Southampton 1819
Isham Smith S. S. R.
Thomas Keeys S S R 1819
Robert Walker S. S. R.
4 - Jan 1820 =
Byland Davis
Reuben Davis
Thos. Barker 1819 S S R
Hinson Walker.

Land Office Huntsville Ala
20 March 1841

Sir

Herewith transmitted are sundry documents relative to John Gunters Reservation in Jackson County, which have been omitted forwarding to the department in consequence of being improperly filed among the Preemption papers by the Magistrate Officiating in this office at the time of taking depositions and has been subsequently looked up on receipt of the Postmasters letter enclosing the Commissioners reply to the Hon. Gabriel Moore of the 30 January last in relation to the required testimony And now forwarded at request of the David Bernard for the decision of the department

very Respectfully
Your
Obt Servt
J. S. Lyle

Hon. Elijah Haywood
Commissr Genl. Land Office
Washington City

Senate Chamber
March 25th 1834

Sir,

Will you be pleased to permit me again to call your attention to the case of the citizens who reside on the tract of land claimed as a reservation by Gunter of Jackson County Ala.

It is of the very last importance to those citizens to know whether they be authorized to make such improvements as will be necessary to secure their comfort &c. and as early as possible.

They have been encouraged heretofore by Judge Clay to believe they would be permitted to have their preemption rights allowed for such improvements how they may

and unpleasant such a state of suspense must be those letters. I shall be much gratified provided you could conveniently make a decision on this matter.

Be pleased also to inform me whether the necessary certificates have been received from the proper locating agent in order to justify the confirmation of the contract made with Jos. Brown or whether you can now issue a patent to either him or his purchasers for the reservation made him

I am informed that all the necessary returns as to the location & subsequent sales of the sale have been made

Be pleased to inform me on this subject. The purchasers of

Bunner are Gentlemen of the first standing and respectability and are anxious to know the result.

The Secretary at War thought when I mentioned this case to him the other day that as it was a Special Reservation it was not necessary the President should approve the contract, but possibly this opinion was without having fully examined the Treaty -

I am Sir with the high consideration of respect

Your Obt. Servt

Gabriel Duvall

Senate. 1842

25 March 1834

Hon. [illegible] Garrison

Relative to the
Cherokee treaty &
Frauds

Gunters Landing. Cherokee Nation
June 15th 1834.

To the Register of the General Land office

Sir. I have to ask the favour of you to know what is done or a doing with those Live estate reserves which were taken under the treaty of 1817 or what is termed Jackson's treaty with the Cherokee Indians east of the Mississippi. My reasons for asking the question is this. I my further took a reservation under that treaty. which I presume is to be found on registration in the general Land office. and under that treaty there was certain stipulations under which the reserves was to use his lands or they should be again reverted back to the general Govt - I have come to this part. com. the citizens of the County of Jackson and state of Alabama. working prop. sufficient to have those reserves broke. I cannot understand such proceedings I should suppose that if the reserves have gone contrary to the articles of the treaty. that there would be no use of all the props. which have been already been made to the General Land office respecting those reserves - & again I should suppose that have the reserves fulfilled. the sufficient articles of the treaty - that the General Govt would not have interfered with those Lands - I am of the humble opinion that the United States ought to make to those reserves a good and sufficient title to those Lands - or they again want to purchase our Lands - it would be. I think - good policy. for the U S. to make title to those Lands - that would have again a great tendency towards effecting another treaty with our people. But unless the U S does that. our people will always contend that it is unnecessary - to make any more treaties with the U S. as under those considerations. I now ask the favour of you to inform me what the U S intends doing with those

reserved lands. or the Lands which are reserved to certain
marshals under the treaty of 1819. you will please to inform
Jude & C. Clay of Alabama who is a member of congress from
Alabama. What by what authority respecting these reserved Lands
I shall contend they will have to await
your answer to this
I am Respectfully
your humble Obt Servt

Claxpillo. d'Ca
Luno 15 10

To The Register. of the General Land
Office at Washington
City

State of Alabama } Personally appeared before
Jackson County } Mr Wm H. E. Wheeler a Justice
of the peace in and for the County and State
aforesaid, Hylard Davis, & Rebeckah Davis
after privious Notice being served on John
Gunter Junr a copy of said Notice being
herewith inclosed, severally made oath by
David Fellow on the 12th day of September
1835 — I proceede to take the evidence of
Hylard Davis. Quest. by Isaach Wilsonan
how long have you know John Gunter
deceased, Ans. Something like Eighteen or twenty
years when I first become acquainted
with him he lived on the place he now
claimed as a reservation -
Quest by the Same — how long did he
live on the place that he claimed as a
Reservation after you first knew him
Ans about four or five years, he then moved
on the South Side of the Tennessee River
in the Cherokee nation, and he Continued
to live there until he died which was
in August 1835 and was buried on
the same place that he improved on the
South side of the river in the Cherokee
nation

his
Hylard x Davis
mark

Sworn to and Subscribed
before me this 21st Sept. 1835

Wm H. E. Wheeler Dead
Justice of the Peace

REPRODUCED AT THE NATIONAL ARCHIVES

Rebeckah Davis' Evidence.

Quest. by J. Wilsman how long have you knowen of John Gunter Senr. Living in the Cherokee Nation on the South side of the Tennessee River. Ans. about twelve or thirteen years, and has continued to live there, on the South side of the Tennessee River in the Cherokee Nation, ~~and Continued to live there~~, until he died which was in August 1835 and was buried on the South side of the river on the place that he improved there in the Cherokee Nation

Sworn to and Subscribed before me this 21st Day of September 1835

Jno. H. E. Wheeler Qua. D.
Justice of the peace

her
Rebeckah + Davis
Mark

William Clark, sworn, about seven year ago I become acquainted with John Gunter Senr. he was then living on the South side of the Tennessee river, in the Cherokee Nation and has continued to live there until he died, and was then buried there which was in august last

Quest. by Wilsman, do you know of John Gunter Senr. Managing the estate of his Father John Gunter Senr. dec'd since his death ans. he has been managing his business both, before and since his death

Sworn to and Subscribed } Wm Clark

Subscribed before
me this 21st Septr 1835

Jno. E. Wheeler Esqr
Justice of the Peace

State of Alabama
Jackson County } I J. S. Pickard Blclay Cl Clerk of the
County Court in and for the said County do Certify that
Williams & E Wheeler Esqr before whom the within depositions
were taken and whose name appears subscribed thereto
thereto is known and was at the time of taking and subscribing
the same an acting Justice of the Peace in and for said
County duly Commissioned & qualified as such and that full
faith and credit is and should be given to all his acts
as such and that his signature is genuine

In testimony whereof I have hereunto subscribed my name & affixed my seal
this being no seal of office or affixed
in Bellefonte this 3rd day of October
A.D. 1835

R B Blaylock Cl Cl

State of Alabama
Jackson County } I Hampson M Hector Clerk
County Court in and for said County
do certify that M Williams whose name appears
subscribed to the above and foregoing
certificate was at the time of signing the same
Clerk of said County Court and duly authorized
to sign the same and that full faith and credit
should be given to all his official acts as such
witness my hand and seal this 6th of October 1835

Hampson M Hector Clk
Circuit & the County Courts

Register
Elva

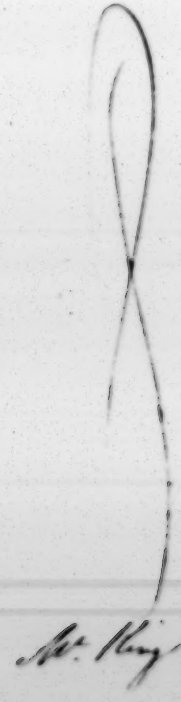
Register of the Land
office at Huntsville
Ala

C T
Cannon
Ala Co

Hamburgh. 25 Jan 1835.

John J. Adams

Transmits additional evidence in relation to John Quincy Adams.



Read May 4th

Land Office at Huntsville, Ala
25th November 1835.

Sir,

I herewith transmit you some additional evidence taken in relation to John Gunter's reserve, deposited in this office for the purpose of being forwarded to your office.

Very Respectfully,
Your Obedient Servant
John G. Coleman

To
Hon: Ethan A. Brown,
Comr. of the Genl. Land Office,
Washington City

State of Alabama } This day personally before me
Marshall County } Elijah Hanbraugh an acting
Justice of the Peace in and for said County
Geo. Scruggs - who after being duly sworn
deposeth and saith - That in the year 1819 - he did see
Isaiah Walker - give or execute to John Gunter Jr
Decd - a note or Bond for the rent - of a certain
reservation - which said Gunter had taken
under the Treaty of 1819 - which reservation lies
on the north side of the Tennessee - in the City
of Marshall and State of Alabama - in Township
Six & seven - Range four East of the Basis meridian
in the District of Lands - subject to sale at Hunts-
ville Ala - and I do further know that said
Walker did pay to John Gunter Jr Decd one
years Rent - for said reservation - and
afterwards refused to pay any more
Rents to said Gunter - for the use and
benefit of said reservation - and Walker
also afterwards refused to give or let said
Gunter - have possession of said reservation -
therefore said Gunter - has been deprived of the
free use and benefit of said Reservation
from that time upto the present date &
Sworn to and subscribed before me
E Hanbraugh Jr Peace
Justice of the Peace
this 10th Nov 1836
Geo Scruggs

The State of Alabama } I Richard S Randle Clerk of the
Marshall County } County Court of Marshall County
in the State of Alabama do certify that C Hansborough
whose name is assign to the within affidavit is now and
was at the time of signing the same an acting Justice
of the Peace in and for said County duly Elected and
qualified as such and that due faith and credit is and
ought to be given to all his official acts

In Testimony whereof I have hereunto set my hand
and affixed my private seal there being no seal
of office at office this twelfth day of November
one thousand Eight Hundred and thirty six and of
American Independence the sixty first year

R S Randle Clk

[illegible]
[illegible]
[illegible]
[illegible]

New Echota Geo. 22d. Feby. 1837.

To/ The Commissioners,

The papers of John Gunter have just been handed to me by Judge Henderson, to file an answer to the bill exhibited against him before you.

I cannot now do it and discharge my other duties. Mr Gunter has been arrested and bound, and that has been the cause of delay. I am informed Henderson came yesterday, and he could do it.-

Can this cause the delay, & till my return, say 20 days- I fear- the shape of the bill I doubt the jurisdiction of the Commissioners, and I am inclined to think the whole matter should be left to the courts of Alabama. It is not a <u>garnishment</u> bill. This is a first impression.

A line by the bearer will much oblige

Yr Obt. Servt

Jesse Burnett

Mr Jarnigan
to the Commissioners
on the subject of
a delay being given him
to sue out on behalf
Jno Gunter
Febry 22d 1837

The Commissioners

A. McCoy

Ross Echota

Letter from
Jno Gunter relative
to Valuations omitted
Date. May 18th 1837.

The Hon. Wm Lumpkin
&
Col. John Simmons
Comrs

New Castle May 15th 1837

To
The Hon Hoban Lumpkin
& Col John Kennedy

Sent. I beg of you to inform the Assistant Valuing Agents that I have at Carters Landing a Store my former residence the following Buildings not yet Valued (2 Log Houses one Frame House that Occupied by Messrs Caldwell & Broadus immediately at Carters Landing one Large Log Store House one Log Kitchen one Stone House and Out Shops & two Granary Stores all situated and attached to my former Residence or the late Residence of John Gentry Dec'd now occupied by Col N. Clute the above buildings I requested by Messrs Moore & Ricketts to Value to my use which they refused to do as same of the work was not finished at the time which they commenced their duties as Valuing Agents I employed Col N. Clute to have this work done for me Long before the ratification of the late Treaty and for which I have long since paid to Col Clute two Thousand in Cash for the same as you will see by reference to his Statement in the Book which I left in your possession some time Last winter and for which I have not Rec'd any Valuation whatever &c. Therefore you will please cause the same now to be Valued in my name by Messrs Shaw & McMillian I refer them to Col Clute to point out the Buildings which I have mentioned above Sent your compliance to the above request will

REPRODUCED AT THE NATIONAL ARCHIVES

I am Sir, a lasting Debtor upon your
Humble and Obt Servt
John Gaston

N. B.

If I am responsible for the 4/L.th part
of the debts owing by John Guiton Esq.r dec.d
the Estate is responsible to me for 4/L.th part
of the Rents and profits of Plantations
-ments - which you are yesterday accounted
from - my proportionable part of said
Estate - But I do not conceive that I am
responsible for any portion of said debts
as there is a vast plenty of other property
to discharge said Demands &c
I am Dear Sir your Humble
and obt Servant
John Gaston

Huntsville Ala. Oct. 26th 1837

Hon Ecclesion W. Lowndes

Dr Sir. You are no doubt in possession of some Information that will be very Valuable to me. I ask as a favour that you Communicate to me, all the Information you may be in possession of upon the following Subjects to wit — In Whose Name did the Valuing Agents Value the Improvement where I Reside Near Gunters Landing. which was in dispute Between John Gunter Sen. and Alex. Riddle Administrators of the estate of John Gunter Sen. Secondly What was the amount of Valuation, And To whom did the Commissioners Award that Valuation. Thirdly A. Riddle filed a Bill of Complaint Vs. John Gunter Jun. Setting forth that him and Ryse off his Agents was in possession of the place in dispute, So that he could not Comply with the Will of John Gunter Sen. by selling & giving possession of the Same And that in Lieu there of he claimed damages from John Gunter, equal to the Value of said Improvement & in Lieu of the possession and sale of the Same. Please to inform me what was the decision of the Court had upon that Bill of Complaint. Riddle says that the Court awarded To him $2000. damages from John Gunter in Lieu of possession as prayed for in his Bill — If this be so, please to inform me. Please also To inform me Whether or not Riddle has Rec.d This $2000. and whether or not Your Court decided that Gen.l Ward had the Right to dispose me as he as stated by Riddle — Your early attention to this will Very much oblige. Your Obt. Sub. N. Steele

REPRODUCED AT THE NATIONAL ARCHIVES

P. S. — I am in Confinement ob this plan which Excludes ale possibility of my attending and Applying personally for the foregoing Information — Consequently I shall return it to your Lordship to attend to my Request, & gather with any other Information that may be in your possession respecting to my Recovering the place, I came honestly in possession — I paid a full and fair Value for the same to John Gunter who I thought had the Authority Right to sell under the provisions of the Treaty, he being in Peaceable possession — I have made extensive Improvements, on it, & ob the Virus that Genl. Wood dispossess me my Crop was worth to me ob Least $5000 — which was nearly Made

Your Lordp ob Sert

Jrev. N. Steele P. M.
Van Buren Ala

His Excellency. Wilson Lumpkin
New. Echota
Georgia

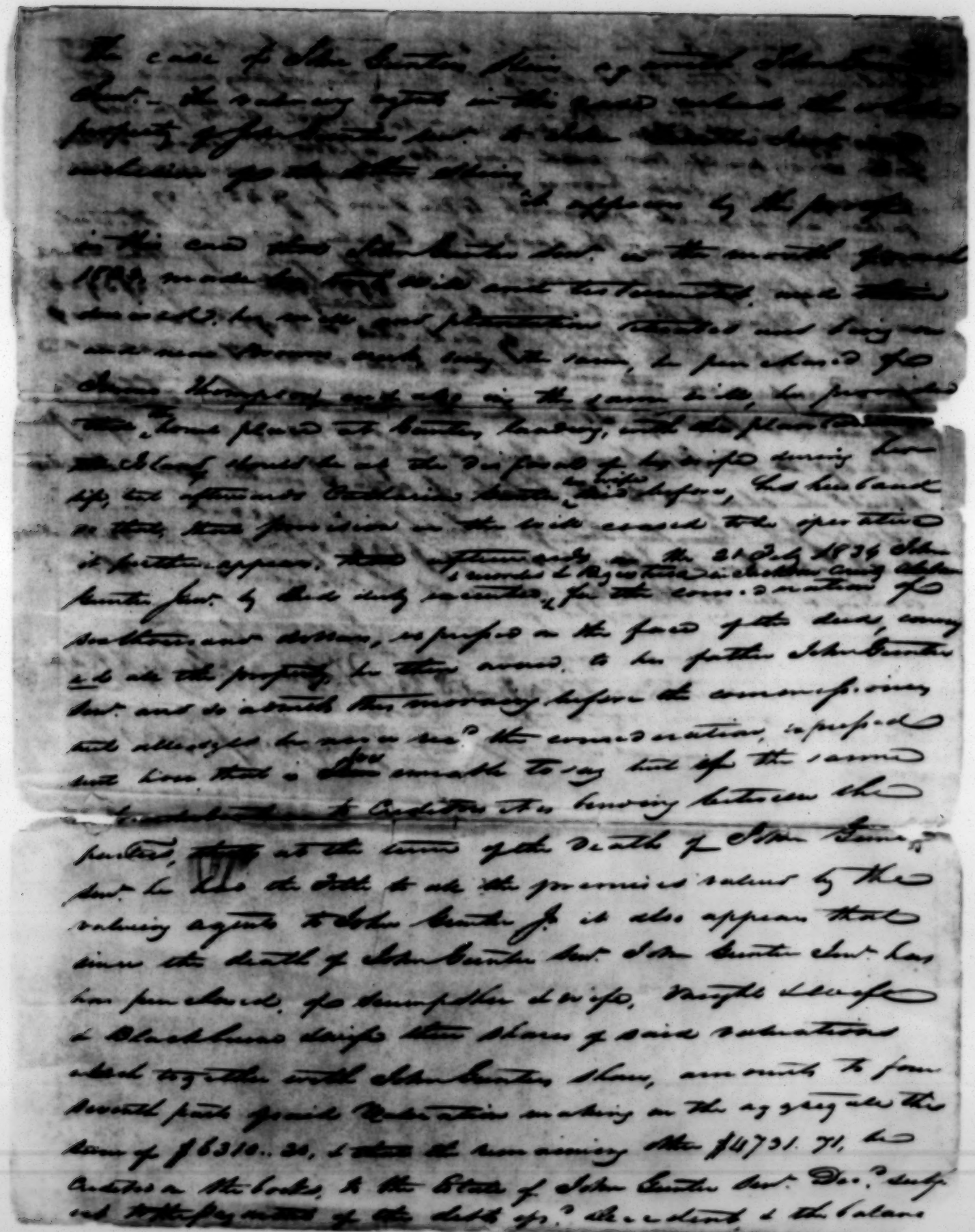
Date	No. of Reservation	Name	No. in Family	Residence
1819 Sept. 19	301	John Gunter, Senr.		On the North Side of Tennessee

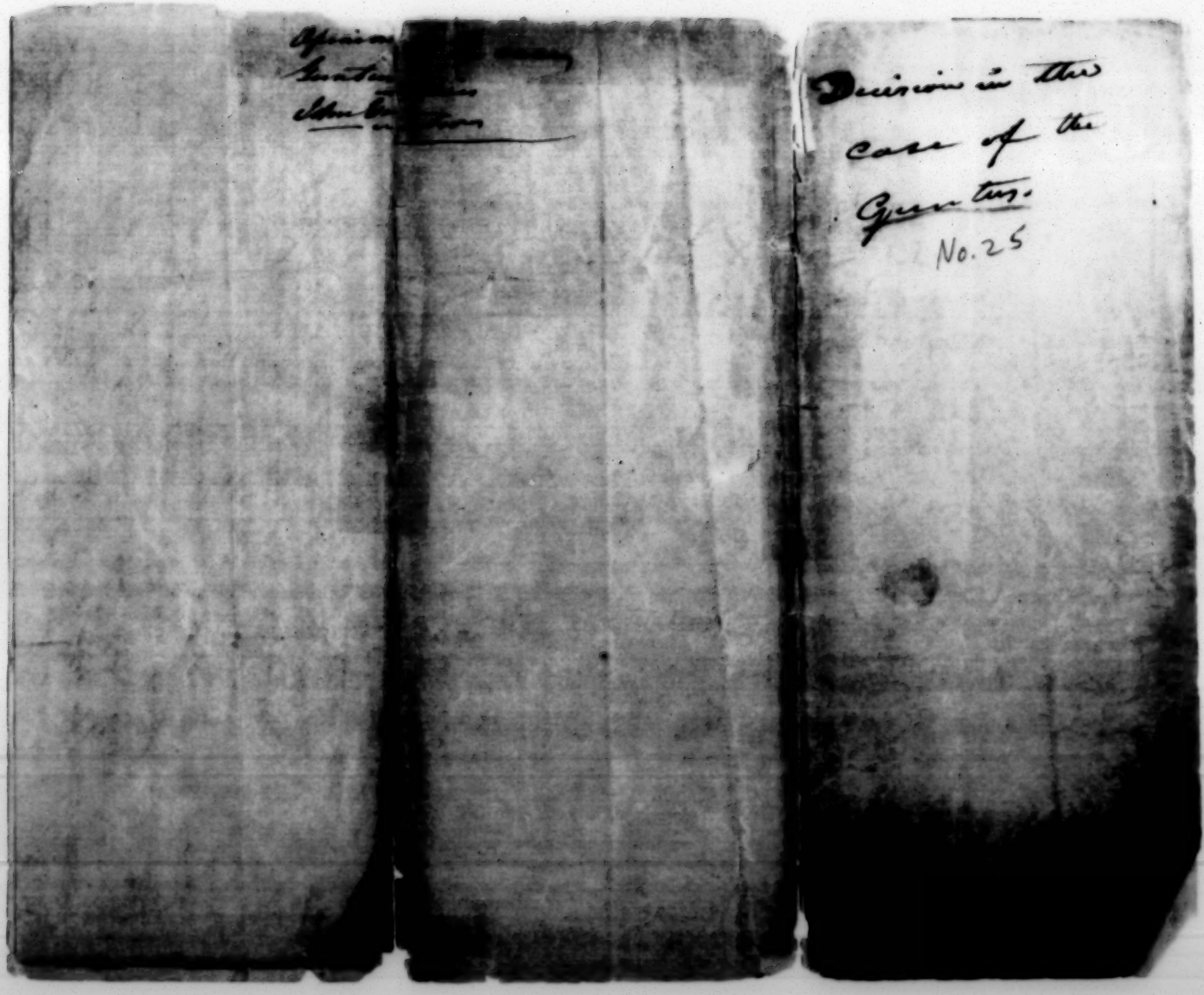
Off. Supt. Ch. Rem.
December 18, 1838.

I Certify that the above is a true Copy of the entry of John Gunter Senr, a life Interest Reserve, as it is Registered in the Book of Life Estate Reservations kept in this Office.

for Genl. Nathl. Smith
Supt. Ch. Rem.

D. B. Herbert
Clk.




Decision in the case of the Grantees.
No. 25

HARLIN, CATY

Reservation

Caty Harlin

No 37.

Disallowed

Certificate
of Cath Harbins
Registration

are in family

1818	No. of Reservation		No. in Family	
May 27	110	Caty Harlin, a native	1	Pumpkin Town, to include the place where Bible lives.

I certify that the above is a true copy of the entry of Caty Harlin, a life Interest Reserve as it is entered on the Register of Life Estate Reservations kept in this Office.

Given under my hand & private Seal, there being no Seal of Office, this 13th day of March 1837,

Seal

for Nath. Smith, Supt. C. Rens.

J. Newton Hetzel, Clk

Catty Harlin's
Case.
Testimony of
Isaac Lowry.

Knows the Premises well never heard it was Catty Harlin Reservation. She lived there from the year 1814 till 1838

Estate Martin, claim for Reservation,
where Bible lived in McMinn Co. Tenn.
Testimony of Sammy Lowry Sen.
vs.
Isaac Lowry.
Tahlon, Sept 11. 1838. Attorney.

Question: In what year did you come to reside in the Hiwassee district, ceded to the U.States by the Nuquhee People, under Treaty of 1817-19.:

Answer: In the Month of March, of the same year, that the Treaty ceding this District, was made:

Question: Were you acquainted with the Land on which Bible lived: if so, where was it lie:

Answer: We are acquainted with the place: it is the same Land on which Mr. Sammy Lowry now resides; it is on Estanaula Creek, first Range East: in Tennessee

Question: Were you acquainted formerly with one Betty Martin: a Cherokee woman; and did she reside on the Land designated, were she at your first acquaintance with it:

Answer: We never had any acquaintance with Betty Martin: and we well know she did not reside on the Land designated at our first acquaintance with it, and in no other time: we live within a mile of the place, and have done so since our first settlement in the Country: and would have known it, had she lived there:

REPRODUCED AT THE NATIONAL ARCHIVES

Question: did you ever know that any member of Coty Hawkins family, or tenant or other person lived on the place holding possession of the place for Coty Hawkins during your acquaintance with it.

Answer: We did not. Bible lived on the place having settled in the community, under a permit, as a blacksmith. this information we had from himself.

Question: Did you understand as your first acquaintance with the land in question, that it was a Cherokee Reservation:

Answer: We never heard any other Rumor:

Question: was the land in question sold without license or Expectation of the Cherokee Land only in the fall of 1820.

Answer: It was publickly sold, without License or Expectation:

Question: Did you ever understand that Coty Hawkins had lived on the land spoken of, over within a half dozen years of your acquaintance with it:

Answer: We never had any such information, relative to Coty Hawkins residence. Nor from any person: on the contrary we recollect that Bible informed us, he had raised Sip. or seven Crops on the land, at the time of our first acquaintance with it:

City
of
Place
of
abode

The written testimony was signed sworn to
and subscribed before me, J. H. McGaughey
an acting Justice of the Peace for the County
of Ms. Morin in the State of Tennessee, on
the day of date above.

James Lowry Sen
Isaac Lowry

J. H. McGaughey
Justice of Peace

I hereby certify that I am acquainted
with Gen. James Lowry Sen. & Mr. Isaac Lowry
who have testified above, that I would place
the most implicit confidence in their statements,
they as citizens of this county merit.

11 December 1838 J. H. McGaughey

State of Georgia
Cass County } Personally appears before me
John Kendy one of the Com-
missioners under the late Treaty with the Chero-
kee Indians made oath that he knew
Caty Harlin who took a Reservation
under the treaties of 1817 & 1819 at Pump-
kin town - now in Murray County - and
when she took the Reservation there was a
man by the name of Bible living on the
place put there by her son Ezekiel Harlin
son, and after Ezekiel had moved on
Hyuasee which was before the treaty of 1817
on the south side in the nation, Bible
kept Caty Harlins Reservation & would not
let her stay there, & never did let her have
possession afterwards - Inferred to value the
improvement to Ezekiel Harlins widow
because Caty Harlin took the place as
a Reservation - Hannah Harlin made much
complaint because I would not value the
place. I never heard of Caty Harlin selling it
& do not believe she ever did - old Bible a white
man never would let Caty Harlin have possession

6, Ld. Lauderdale's Affidt in Caty Harlins case

Egyptian Hotel
first land on the
Ohio mound off
which would not
let Caty Harlin
have Possession of
the Premption

Lauderdale to Hulbert
Affidt
Caty Harlin
Pre Emption
Rights

Ex.
Jas Hairs
affdt in
Cat. Hall Cins
Case

Treaty Amer Sol. Posses-
ion - Bible Rest
Deeds Spanish Law
Grants Equitable
Made the instrument
No 16 ex Pet Bible
Decr Archbishop

Rejected P. Jenney

1839

REPRODUCED AT THE NATIONAL ARCHIVES

State of Tennessee } Personally appeared before
County } me James Clark and made
oath that he knew Caty Harlin, the
[illegible] Cherokee Indian at Pickett's town —
on whom an improvement was made by her son
Ezekiel Harlin — Ezekiel had two or
three years, a short time before the treaty of
'17. Left one Bible in possession of which
is it — my father refused to value the improve
ment to Hannah Harlins widow because
Caty Harlin had taken it as a Reserva
tion — Ezekiel died about the time of the
treaty of 1817 — a short time — Bible then
was ordered to give up possession to Caty Harlin
& he left out of it & the land it was sold
at the land sales by the State of Tennessee
and he has thereby cut out of it —
& never heard of them selling it —

Sworn to & subscribed
before me Sept 13th 1837
Wm Lemons J.P.
Cumberland Co Tenn

his
James + Clark
mark

State of Tennessee } I Abraham Park a Justice of the Peace
Sequatchie County } for said County have this day called
before me John Ruthurford a credible man, who after
being duly sworn deposeth & says,
Question 1st Mr Ruthurford. If you know anything of
Caty Harlin, a Cherokee woman & of her taking a Reservation
where - tell all you know about her -
Answer. I do not know the year exactly I think it was in
1818. or 1819 - Old Granny Harlin, as she was called, her name
was Katy Harlin had an improvement where, near to the
Bibles, at Pumpkin town on Eastanalle Creek. and
by that her son moved away from his improvement. where
Bible Lind - Granny Harlin Claimed her Reservation there then
and remained for some time on it, until Bible & she fell
out. & he got her out of possession. by fraud & threats. and
the old lady complaining much was very much distressed to know
how to get help to turn out Bible & finally went off - She
was the head of an Indian family. the mother of George
Eyfield, & several more I have forgot their names - She was
turned out, of both places & went off into the nation
at the time I think Bible claimed to be her tenant, & my aim denied
it - Q. what was that 640 acres of Land to include her house
where Bible Lind with in it's national limits,
Answer - I think it worth twelve & fifteen Dollars per acre
Q. how long was Pumpkin town, on Eastanalle,
Answer, from a few & rise miles up the creek was
called Pumpkin town by the Indians
Q Did Caty Harlin ever sell her Reservation Bible never
that I heard of

his
John X Ruthurford
mark

I Abraham Barb Justice of McMinn County do certify that the foregoing deposition of John Rutherford was taken before me this 10th of February 1837. at my house - and that I am not related or interested in any way -

A. BARB
Justice of the peace
M. Minn Co

John Rutherford
Depo. in Cause
Hardin
Keith & Keith for Complt
Hall on Deft.
Filed in the Circuit Court

State of Tennessee } I Samuel Workman Clerk of the Circuit Court of
McMinn County } McMinn County aforesaid, do certify that Abraham Barb whose name is signed to the foregoing certificate is & was an acting Justice of the peace for said County at the time of signing the same, to which due credit & faith ought to be given to his acts as such - Given under my hand & private seal having no official seal of office at office this 6th April 1837 -

Saml Workman Clerk

State of Tennessee } I Charles A Keith Judge of the 3rd Judicial
McMinn County } Circuit in Tennessee. do certify that Samuel Workman who signed the above certificate is Clerk of the Circuit Court of McMinn County aforesaid & that due faith ought to be given to his acts as such -
Given under my hand this 5th day of April 1837

Chas A Keith

State of Tennessee } On this the 9th day of
Monroe County } May 1838 personally ap-
-peared before me John
Henderson a Justice of the peace in and for
said County, Isaac Stephens Stevens, and
Andrew L. Henderson citizens of said County,
who being duly sworn depose as follows -

Isaac Stephens aged 38 years saith as follows
That he moved to the County of Monroe, and
in the Spring of 1822 & 23 and in the fall of the same
year he moved to the tract of land known as
Katy Harlins reservation - the said Katy Har-
-lin then residing on said land. A month or more
about that time before I moved on to said tract
Moses Humphreys and myself bought of said
Katy Harlin what we considered a life estate
interest in said Tract of land and gave
her for the same eight hundred dollars in
property. The trade was made in the name of
Moses Humphreys, but I advanced one third
of the purchase money, and acquired thereby
by agreement with said Humphreys a corres-
-ponding interest in the land. Said Katy Harlin
held a plat and certificate for said Tract
of 640 acres as a reservation, which she as-
signed to Moses Humphreys. Said Katy Harlin
moved from said tract of land of her own
accord & the same fall I moved there. Said
Moses Humphreys and myself had been informed
that said Katy Harlin wished to sell, before we
went to purchase of her. She treated us
very kindly, inviting him to dine with her

before the Starid, and the appraisers well pleased with the trade she had made.

Some years after said Humphreys and myself had purchased of said Katy Harlin her interest in said land, in order to acquire a fee simple title, we petitioned the Legislature to pass an act for the relief of Moses Humphreys; and accordingly an act was passed allowing him to enter said Tract of 640 acres at fifty cents per acre, said amount was paid the State, and the Grant came out in the name of said Humphreys. Said Tract of land is situate on Tillico River, Monroe County.

Further deponent saith not.

Isaac Stevens

Andrew L. Henderson aged 43 years deposeth and saith, that he moved to the tract of land adjoining the Reservation of Katy Harlin in Monroe County the year after the Land sales - in 1821 as he thinks. deponent was acquainted with said Katy Harlin. the understanding of the neighborhood which I never heard contradicted was that she sold to Moses Humphreys & Isaac Stephens. She moved off the land soon after Mr. Stephens came to live on it, and went away, as I believe, voluntarily, never having heard any thing to the contrary.

further saith not -

Andrew L. Henderson

State of Tennessee } I John Henderson an
Monroe County. } acting Justice of the
peace in and for said
County certify that the foregoing depositions of
Isaac Stevens and Andrew L. Henderson were respectively
signed by deponents in my presence, after they
had carefully examined the same. I further
certify that Isaac Stephens and Andrew L. Hen-
derson the said deponents, are men of veracity
and their statements entitled to full credit.
Witness my hand the day first there-
fore written. John Henderson Jus
Justice of the peace

Costs of the foregoing deposition -
Justices fee $2.00
Witness 50 cents 1.00
$3.00
Rec. payment - John Henderson
Andrew L. Henderson

Isaac Stevens

I James M. Broyles Clerk of the County Court for
Monroe County, Tennessee, certify that John Henderson
Esq whose name appears to the above certificate is
an acting Justice of said County, and that his
signature above is genuine.
Witness my hand and Official Seal
this 9th May 1838, at Office in
Madisonville Tn.
Clks fee 50 cts.
James M Broyles Clerk

Clerks fee 50 cts

Depositions of
Isaac Stephens
&
Andw L Henderson
in
Catty Studeis
application for
a Reservation

LLO, George

108

George Harlin, Four in Family, is recorded as having emigrated to the Cherokee Country west in Feby 1835.

J. Newton Hatch

New Echota, March 11. 1837

Reservation

George Harlin

No 108.

Allowed

State of Tennessee
Bradley County

Personally appeared before me Wm H Shaine Saml P Bell and made oath that he knew George Harlin he being an Cosseenatee Cherokee nation, was an Indian & the head of an Indian family. had an Improvement — I understood he had Registered for a Reservation under the treaties of 1817 — 1819 — about 5 or 6 years since — Mr Bishop of Georgia this ~~company~~ sent to Sd Harlins home & there saw him out of possession and I think he were accused the land is valuable — and Since hearing of his selling to — S. W. Bell

Sworn & Subscribed before me this 16 March 1858 Wm H Shaine
Justice of the peace for Bradley County

J Bells
affdt
Surv.
in Harlins
case for a
Reservation

Petition of
George Harlin
640 Acres of
Land near
the Liety of 1818
Cedar
Jan 9th
January 1839
Allowed.
Decree Written up.
No 57

State of Tennessee
Bradley County

Personally appeared before me Wm Shaw John A. Bell who made oath that he is thas been acquainted with Geage Harlin for many years he is ~~a~~ a Cherokee has an Indian family resided on Coosee water in Georgia ~~I understood he registered for a Reservation under the treaty of 1817 & 1819~~ - after the Georgia Law was extended & a grant was issued by Georgia for Harlins land two parties had a suit about the land in 1833 or 34 - one Bishop got in to one end of Harlins house - & then turned Harlin out

John A. Bell

Sworn to and subscribed before me this 14th day of March 1848 Jh. W. Wilson one of the Commissioners.

John A Bell
Depo
in Geo Harlins
case

Deposition of
Jno. Williams
in Geo. Hanlins
Claim for
a Reservation

State of Tennessee } Personally appeared before
Bradley County } me

Wm W Wilson John Williams and
made oath that he was personally acquainted
with Geurge Harlin a Cherokee — He was the
head of an Indian family residing on Coosa
Wattle Cherokee nation in 1818-19-20. & 1821 —
That Geo. Harlin told affiant that was the place
he had registered for a Reservation. He Harlin
the had in 1821 a very large improvement there
& built in the spring of 1830 or 1831 one of the
Bishop & one Geo. Hedden took forcible possession
of the Land & improvements of Geo Harlin & kept them
& Harlin has never regained them yet. This
has happened after the Georgia Laws were extended
over the Cherokees — I do not believe Geo Harlin
ever sold his Reservation to any one —

Sworn to & subscribed John Williams
before me this 3rd Apl 1838
Wm W Wilson one of
the Justices

Certificate

of

George Harlin

REPRODUCED AT THE NATIONAL ARCHIVES

1818 June 1	123	George Harlin, a Native	4	Coosawatee River	

Off. Supt Ch. Rem.
April 5, 1838

I certify that the above is a true copy of the entry of George Harlin, a life interest Reserve, as it is registered in the Book of Life Estate Reservations kept in this Office.

for Gen. Nath. Smith,
Supt. Ch. Rem.
D. M. Hartzell
3

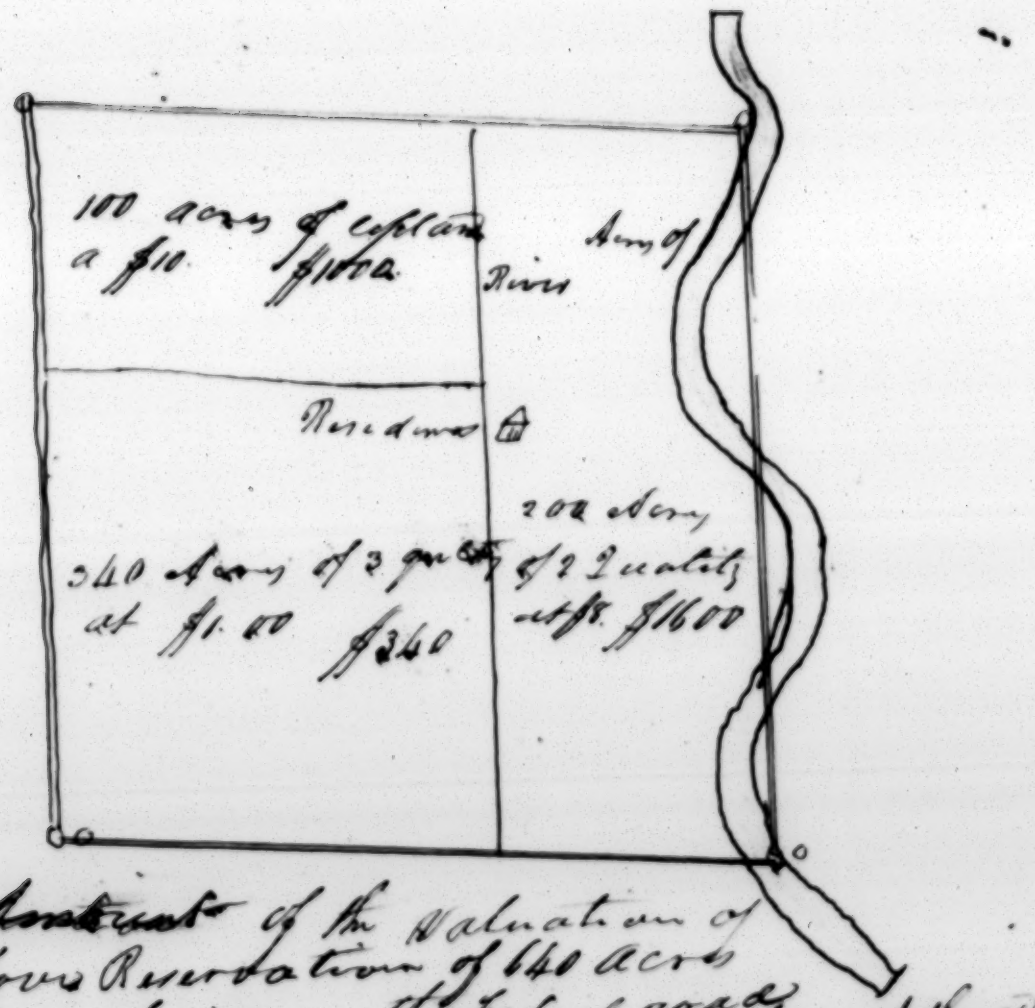
Febry — 1839

George Hartins

Reservation on Coosawattee

Reservation near the old Federal Road in

Murry County Georgia



The Valuation of the Valuation of the above Reservation of 640 acres of land lying on the Federal road at the rock Spring $2940.00

Given under our hands this 25 day of February 1839

James A. Heard

Dillard Lewis

Valuers Agents

George Hawkins's
Reservation

George Marlan
vs
The U. States. } Claim for Compensation for the value of a reservation.

In this Case it appears to the satisfaction of the Commissioners by the Certificate of Registry No. 123, The Depositions of John H. Bell, Samuel Bell and John Williams Cooper the Witnesses in Chief to the Claimants Oath the first day of June 1818 procured his name to be entered on the Register or Roll in the office of the Cherokee Agent for a reservation of 640 acres of Land on Coosa with the River at the place where he then resided and had an improvement in what is now Cherry County in the State of Georgia, and that he was residing thereon in the years 1818, 1819 and 1820 and that he was residing at the same place in 1833 & 1834 when he was dispossessed under the Authority of Georgia by a white man by the name of Bishop, and that Claimant never thereafter received possession of the reservation. It also appears from the proof that Claimant never sold Conveyed or otherwise disposed of said reservation or any part thereof and that the reservation is situated in the Territory ceded to the U. States by the treaty of 1819

REPRODUCED AT THE NATIONAL ARCHIVES

The Commissioners are of opinion from the proof that Claimants has complied as far as practicable with the terms upon which his relinquishment was granted;- and that he ~~[redacted]~~ is entitled under the treaty of 1835-6 to the value of the reservation as unimproved land and it being clearly appearing that the value of the improvements thereon was heretofore duly paid him by the U. States - And it appearing from the report of

Agents appointed by this Board to appraise the value of said reservation, that the same as unimproved land is of the value of $ ~~[redacted]~~

Therefore it is considered adjudged and decreed by the Comrs, that the ~~[redacted]~~ of said sum of $ ~~[redacted]~~ appraised as aforesaid be awarded and allowed the Claimant for said relinquishment as unimproved land.

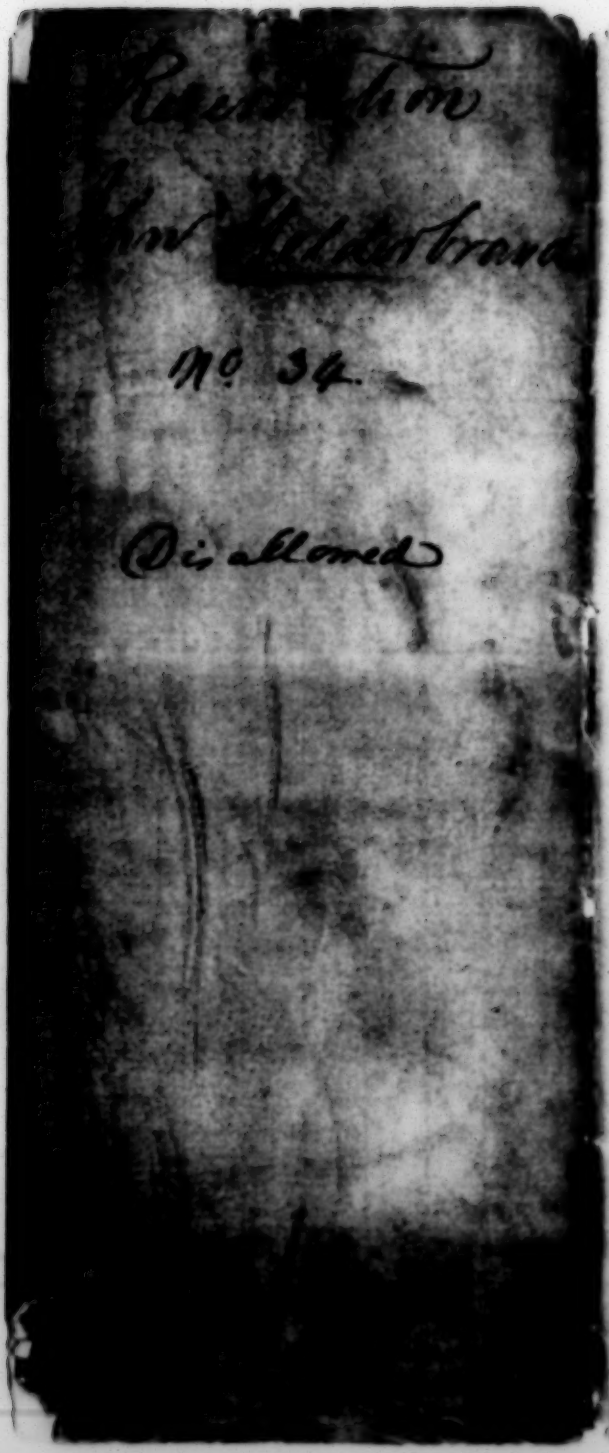
Del'd

George Marlan

vs

The U. States.

HILDEBRAND, JOHN


Petition from
Inv Underbrand
No 34
Disallowed

To The Hon. John Kennedy, Thomas W. Wilson & James Liddle, Commissioners, &c. now sitting at the Cherokee Agency Tennessee —

The petition of John Hildebrand respectfully sheweth — That being the head of an Indian family residing on the cedar Territory at the date of the treaties of 1817 & 1819, between the United States and the Cherokee Nation [redacted] a reservation of 640 acres of land under the provisions of said treaties at the place where he resides on the North side of Hampton river — That the state of Tennessee disregarding petitioners claim, surveyed the land included in said reservation & sold the same at the land sales in 1820, and the purchasers got possession of a part of said Reservation — That in the year, 1821, petitioner instituted suit for the recovery of said reservation against those in possession as aforesaid — That said suit continued in the courts of Tennessee until the session of the Legislature of Tennessee in, 1823, when the Legislature passed an act entitled "an act for the relief of Hardy Hoard and others, purchasers, & assignees of purchasers, at the Hiwassee land sales" — being Chapter 118. — In said act the Legislature authorized the compromise of certain suits instituted by Reserves against persons who had purchased at the land sales, providing the sum of two dollars per acre should be granted to the state in effecting said compromises; and appointed Commissioners

REPRODUCED AT THE NATIONAL ARCHIVES

McConnell to make compromises with said persons, said McConnell, commissioner as aforesaid, and petitioner did make a compromise of the said institution by petitioner as aforesaid, by which compromise, something over the sum of two dollars per acre was secured to pay to the State of Tennessee - she desiring all the benefit, and petitioner having to pay to the State something over two dollars per acre for his said reservation of one hundred & forty acres of land - or in other words petitioner being compelled under the harrassing laws of Tennessee to purchase his land for the amount paid from the State, which he did -

Petitioner has thus lost on account of his said Reservation, something over two dollars per acre for his reservation - for which he has never been paid or indemnified in any way -

Petitioner therefore prays that the claim for the amount paid for the purchase of his reservation from the State of Tennessee, as aforesaid, may be adjudicated - that the amount with interest may be awarded him under the provisions of the late treaty, and that he may have notice done him in the premises, &c. And as in duty, &c.

John Hildebrand
Pro Ltg.
A. D. Keyes.

103

Petition

John Hildebrand

for money & land for
his Revolutionary

Filed 22nd Jany
1838

Repealed
6th January
1839

Disallowed

Decree written up.

State of Tennessee
Bradley County

Samuel McConnell, being duly sworn deposes & saith - That at the time of the Treaties of 1817 & 1819, John Hildebrand, was authorized to take a Reservation under the provisions of said Treaty as the head of an Indian family - that said Hildebrand did accordingly register his name for a Reservation of 640 acres of land, which he resided upon and at the time of the making of said Treaties, on the North side of the Hiwassee River, where he continued to reside until about, 1824, or 1825, as well as affiant remembers - That the land included in the bounds of his reservation was surveyed by the Surveyor General of the Hiwassee District and sold by the State of Tennessee at the land sales at Knoxville in 1820, and affiant purchased a part of said land, and the balance was afterwards transferred by the purchaser to affiant & Woody Jackson - That sometime early in the year, 1823, said Hildebrand instituted an action of Ejectment for the recovery of the Reservation against the tenants in possession who had gone in under the Grant from the State, as aforesaid, that said suit was hanging up in the Circuit undetermined, until the Session of the Legislature of Tennessee of 1823, when the Legislature passed an act entitled "an act for the relief of Standford Hoard & others, purchasers, or assignees of purchasers, at the Hiwassee land sales," being Chapter 118 of the acts of said Session, passed in October, 1823, by the terms & provisions of which act this

REPRODUCED AT THE NATIONAL ARCHIVES

affiant was appointed by the Legislature to compromise certain suits brought by persons against purchasers of school among whom said Hildebrand was one — that affiant did in accordance with the provisions of said act of Assembly make a compromise with said Hildebrand, in which was secured to the State of Tennessee two dollars per acre for the land included in the said reservation, and there was something over the two dollars per acre secured to the State because the State in said act refused to refund any money paid in before the passage of said act & there had been something over the two dollars per acre paid in, but the exact amount affiant does not now remember. Under the terms of the compromise affiant says Woody Jackson now holds the said land, and the said Hildebrand has left in the value & price of said Reservation something over two dollars per acre for which he has never been indemnified or paid in any way whatever to the knowledge of affiant, and the same has been a total loss to Hildebrand, — and a forgiveness to so much to the State — that under said compromise & payment to the State, Hildebrand's title to said Reservation was settled, & the State relinquished her right to any further payment, though said lands had sold for a large sum at the land sale — and the same amounted to a purchase by Hildebrand of his Reservation from the State, at the price

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& something over two dollars per acre —
Sworn to & subscribed
this 22nd day, 1838, before me

Samuel M'Connell

a Justice of the Peace in & for
said county —

Tennessee — Bradley county —

John Hildebrand, the said Reserve makes oath that the facts stated in the foregoing affidavit are true; that he took a Reservation as stated, & instituted his action of Ejectment for the recovery of the possession against those who had taken possession of a part of said land under the purchase from the State of Tennessee — That his said suit was compromised as stated, by which compromise affiant's title to said Reservation was secured against the titles from the State, and affiant had to pay to the State under the terms of said compromise something over two dollars per acre, which has been a total loss to affiant, for which he has never been indemnified in any manner; and the same amounted to twice a purchase from the State of Tennessee at the price paid, which was something over two dollars per acre.

Sworn to & subscribed
this 22nd day, 1838, before me

John his Hildebrand
mark

Justice of the Peace in & for
said county —

affidavits of

McConnell & Hildebrand

case

keys, ISMC

Reservation.

Isaac Keys.

No. 62.

Disallowed

Cherokee

Isaac Key's
Reservation
No 6

Rejected

State of Alabama }
Jackson County } Be it Remembered that on the
11th day of September, 1839 there Issued from the Office
of the Clerk of the Circuit Court of Jackson County
two Commissions Directed to Samuel Workman Esqr
of Marion County Tennessee, To take the Depositions
of Hugh Montgomery and James Williams to be Read in evidence
in two suits now pending in the Circuit Court of Jackson County
Alabama Wherein Isaac Keys is Plaintiff and Richard
J. Early is Defendant and the same is Plaintiff and
Reuben Renshaw is Defendant — That afterwards
two Depositions was Returned to the said Office and
Signed by the said Samuel Workman Justice of the
Peace Certifying that he had Taken the Depositions
of said Montgomery & Williams on the 24th September 1839
in the Town of Kahoun Marion County — the Interrogatories
and Figures following to wit after Reciting the Appearance
of the Witnesses and their Qualifications in the usual
form. Proceeds — That Hugh Montgomery after being duly
sworn deposeth and saith that Question 1st Do you Plaintiff Agent
Did you Receive a Plat and Certificate Made out by
Jonathan Newman for a Preemption Claimed by Isaac
Keys and pay said Newman his fees for Surveying
said Preemption Answer I did. Reuben 2d by same
did you afterwards give an Direction that I must take
a Section or two half Sections or four Quarter Sections adjoin-
-ing so as to Make no Fractions Answer I did., and he
Returned a Plat of the same as he Surveyed in my Certificate
herewith enclosed — and which to the best of my Recollection I
Exhibited to the Commissioner of the General Land Office at
Washington City I think I forwarded the Plat by Mr Meade Late
Register of the Land Office at Huntsville. That I might be
Prevented from Sale for the Present

Question 8th by Solicitor. Did you receive an answer from the Commissioner of the General Land Office at Washington City authorizing the Issue of the Plat of the Reservation in Lauderdale County Alabama of which Isaac Keys was One Answer I did

Question 1st by Examiner to the Defendant.

A Isaac Keys the Head of an Indian Family

Answer I understand from General Hytorb he is and found him Registered in My Office for a Reservation in right of his Wife on the Colon of Mud Creek

Question 2nd by the same — Was his Reservation surveyed by the Commissioner appointed by the General Government

Answer I expect not for I find no other Plat in my Office for that Reservation except the one attended to in my Office

Question 3rd by same — Was Jonathan Freeman a Legal Surveyor & Legally authorized to Run out Keys Reservation Answer I know no more about it than What I have stated Above

Question 4th by same — After your Conversation With General Office did Isaac Keys make application personally to you to have his Reservation surveyed

Answer — I never had any Conversation With Isaac Keys personally on the subject as I recollect of. The first application to me was made to me by Looney Riley. Who had given his note to Mr Churchwell & Pink, for two Hundred Dollars to bring a Suit for that Reservation on Which I Paid Fifty Dollars, and Isaac Keys employed to the West the Case Came to be Managed by Mr Cornell

Question 5th by same Did Looney Riley ever Commence a Suit on the Case

Answer I do not know that he did

Question 6th by the same Did Mr Cornell ever

Shew you any authority for his acting as Agent for Isaac Keys?

Answer I do not recollect that he ever did. or that ever I asked for any. Question 7th by the same did Isaac Keys work for the Arkansaw and When and When did he receive When he worked and has he received the bounty and had his wages Allowed

Answer He worked for the Arkansaw on the twentieth day of January 1829. he lived in the Cherokee Nation at that time — his improvement was valued to three hundred and Eighty four Dollars and he received One bead and Four cleven Head Cattle and Cattle and four pounds of Tobacco and promised to take them to the Arkansaw. and further this Deponent saith not

Sworn to and subscribed
before me this 29th day
of September 1830

Sign'd Ed Montgomery

Sign'd; Samuel Workman
Justice of the Peace

In Pl. Case The Deposition of Saml. G. William.

Question 1st by plaintiffs Atty. Is Isaac Keys Signature for a Pre-emption and in Whose hand Writing

Answer His name Stands on the Signature of Pre-emption and I believe it to be in the hand Writing of Col. Meigs dated the tenth day of July 1817 in Sight of his Wife and Return J. Meigs was agent for the Cherokee Nation at the time the above entry bears date.

Question 2d by Defendant — When you in the year 1820 in Jackson County Alabama with the Troops Removing the intruders from off the Lands of the Cherokees, and did Isaac Keys apply to you to remove Intruders from of his Pre-emption and to Reinstate him on it

Answer. Isaac Keys I was with the Troops in 1820

Commanders by Captain Richard L Call Removing the Inhabitants from the Cherokee Nation: Will & Testament also to Remove Inhabitants from Intrusions When called upon by the Injured, That He did Remove Several in Jackson County Alabama, but He never Was Called on by Mr. Isaac Keys to Remove any from his Intrusion

Question 2nd by Def.t do you or do you not Know that Isaac Keys Was Residing in the Cherokee nation in the year 1830

Answer I think he Was but cannot be positive

Question 3.rd did Isaac Keys ever Complain to you as Agent that he Was Prevented from Settling or taking Possession of his Intrusion by force of Arms

Answer To the best of My Recollection he never did

Question by Plaintiffs Agent

Were you ever called on to Remove Intruders of the Intrusions in the year 1830 in the Hyatt's Town District. or any Place Within the Ceded Country

Answer I dont Recollect that I Was Ever Called on to Remove any in the Hyatt Town District but that He Was Called On and did Remove some from Marion County Tennessee and Further this Deponent Saith not

Sworn to and Subscribed by me before me this 24.th day of September 1838

Sign'd Samuel Mc.Kenzie
Justice of the Peace

Jno F. Williams

State of Alabama }
Lawson County } I Thomas Scruggs Clerk of
the Circuit Court of Lawson County do hereby
Certify that the foregoing ~~are~~ is a true Copies of
the Original Depositions now on file in my
office in the Case of Isaac Key's against Richard
J Easley and in the Case of Isaac Key's against
Francis Renshaw Given under My Hand
and Private Seal this twenty ninth day
of October at Office this 28th
day of February 1831

Thos Scruggs Clk

Depositions
H. Montgomery & J. G. Williams
Isaac Keys
Reservation

deposition
Richd B. Clayton on
Isaac Keys'
Reservation

State of Alabama }
Jackson County } Appeared before me Elijah
Hambrough an acting Justice of the peace for said
County Richard R Clayton and made Oath
that he settled in Jackson County on the
Tennessee River in April 1820 at time or
shortly after Isaac Keys lived opposite this
affeant in the Cherokee Nation, When said
Isaac settled there This affeant understood
he had removed from near Kingston in Tennessee
— Keys lived at that place untill he made
one or two Crops and then moved to Brown
Valley about nine Miles from Hunters Landing
in the Cherokee nation, He Continued to reside
there untill about the Winter of 1829 When
he left this Country and as affeant believes
for the Arkansaw Territory — Isaac Keys
never did at any time reside within the
Limits of Jackson County within the
knowledge of this affeant — affeant has
lived in Jackson County since his first
Settlement

R B Clayton

Sworn to & Subscribed
before me this 26th February
1831.

E Hansbrough J.P.
Jackson County

State of Alabama } I Richard B Clayton Clerk of the County
Jackson County } Court for the County and State aforesaid
do hereby Certify that Elijah Sansbrough whose name appears
subscribed to the within Certificate is and was at the time of
subscribing the same an acting Justice of the Peace in and
for the said County of Jackson and that full faith and
Credit is, and should be given to all his acts, as such

In testimony whereof I have hereunto subscribed
my name and affixed my private seal
and seal of office at office in
Bellefonte This 26th day of July in the year of
our Lord one Thousand eight hundred and forty
two and of the American Independence
the fifty fifth year

R B Clayton Clk

on il for two dec'
no M

the Corporation of the Town of Huntsville in said County and ex officio a Justice of the Peace in and for said County duly sworn &c. and that full faith and credit are due to all his official acts as such;



In Testimony whereof I have hereunto subscribed my name and affixed the seal of Office, at Office in Huntsville this second day of March A. D. eighteen hundred and thirty-one and of Americ Independence the fifty fifth year.

Thos. Brandon

Declaration of
Chas. Ewing & Jno. Walker
Isaac Hays
Parsons

State of Alabama } 1
Corporation of Huntsville } This day came before
me John Martin, Mayor of the Town of
Huntsville, & ex officio an acting Justice of
the Peace, Charles Lewis, who being first
duly Sworn, deposeth & saith, That he
settled in Jackson County Alabama in the Spring
of 1822- and has resided there ever since— That
he is acquainted with the Lands in the South ½
of Sec 3 and the North ½ of Sec 10 ~~Town~~
Fallin Range 6 ~~Range~~ Twp N° 3. Known
& from Sale as the Entreahan of Isaac Keys

That he has been acquainted with the said
Isaac since the year 1823 or 1824. He
then resided in Brooms Valley in the Cherokee
Nation some miles South of Ruben Landers
and there he continued to reside until he
emigrated to the Arkansas in the Winter
of 1829— That in the year 1826 or afterwards
affiant knows the said Isaac Worked to enclose
this affiant to him Smith against the Settlers
from on the Land, for him. affiant told
him that he could not Recon until he the
said Isaac Would settle permanently within
the limits of the tract Claimed— Then he agreed
to do. stating that if he could not hold the Land
he owned, that he Would not settle & leave

REPRODUCED AT THE NATIONAL ARCHIVES

on it for two such Claims. Affeant had no more of his Claim until after the said Isaac had migrated to Arkansas he it was then instituted in his name against the persons living on the Land and Conducted by a man by the Name of Connelly — affeant further states that he was informed by said Keys & William Keys and from other respectable sources of information and which affeant believes to be true that at the time of the Treaty ~~that~~ 1819 Isaac Keys and his Brother lived near Livingston in Tennessee and remained there until the fall or Winter following and ~~a further this affeant~~

affeant further states that the said John Connell who acted as agent for the said Isaac Keys (and by whose agency the said Lands was reserved from Sale — and who selected the Lands so reserved the said Isaac having ~~left the Country~~) has left the County of Jackson and is now in Tennessee as affeant believes. There is no Means at this time within the knowledge of affeant of procuring said Connell or Keys within the Limits of Jackson Deposition in this case at this time, and further this Affeant

Saith not

Charles Lewis

Subscribed & Sworn to before me, 2nd March 1831
John Martin Clerk.

State of Alabama
Corporation of Huntsville } Sc. This day came before me John Martin, Mayor of the Town of Huntsville, & as Officio an acting Justice of the peace. Joshua Kirby, who being duly sworn makes oath, that he moved to the County of Jackson in the year 1820. when he has resided ever since, that he became acquainted with the s^d Isaac Keys about that time, that the s^d Isaac then lived in the Cherokee Nation, on the South Side of Tennessee River, where he continued to reside tile the winter of 1829-30. when he emigrated to Arkansas, as this affiant is informed & believes

Subscribed & sworn to before me 2nd March 1831 } Sc. Joshua Kirby
John Martin J.P.
Mayor

State of Alabama } I, Thomas Bronaugh clerk of the
Madison County } County Court of said County do certify that John Martin, before whom the foregoing affidavit was made, is now and was at the date of the same, Mayor of

Isaac Roys and
Elizabeth his wife

to

William J. Coody

Power of Attorney.

R.

Know all men by these presents, that under the Cherokee Treaty of 1817, the undersigned Isaac Keys in right of his wife Elizabeth, obtained a reservation of six hundred and forty acres of land on the waters of Mud Creek in Jackson County, Alabama: & Now know ye, that I the said Isaac Keys have nominated, Constituted and appointed William S. Coody of the Cherokee Nation, to be my true and lawful Attorney, for me and in my name to lease, sell or dispose in any way, of my Reservation; and to make a lease or Deed for the same, and finally to do all and every thing in my behalf Concerning said Reservation that I myself could or might do, were I personally present. Hereby Ratifying and Confirming whatever my said Attorney may do for me in this behalf.

In Witness whereof I have hereunto set my hand and affixed my Seal this 17th day of October 1837.

Isaac his X Keys
mark

Witnesses present
M. Stokes. Agent
for Cherokee Nation
Richd. Ratcliff Jr
Thos. L Horn
Lewis Keys

Elizabeth her X Keys
mark

REPRODUCED AT THE NATIONAL ARCHIVES

Cherokee Agency, Fort Gibson.

Be it known that on this day the above named Isaac Keys and Elizabeth his wife personally appeared before me at my office and acknowledged the execution and delivery of the within power of Attorney, for the purposes therein expressed.

Given under my hand and seal at the Cherokee Agency this 17th day of October 1837.

A. Stokes Agent
for Cherokee Nation

Isaac Reyd
Preemption Claim
Levi Nash 6
Sept

State of Alabama
Jackson County } On this 3d day of July in the year
of our Lord one thousand eight hundred
and thirty eight I Benjamin Stanbro an acting
justice of the peace in and for the county and State
aforesaid have called and caused to come before
me Levi Nash a citizen of said County and State
who being first duly sworn upon oath and saith. That
~~John Ridge of the~~ county of Jackson and State aforesaid
about the year 1822 or 1823 that he has been well
acquainted upon the waters of Mud creek upto this
time, that he was acquainted with Isaac Rogs who
had intermarried and connected himself with a
Cherokee woman, that he understood from said Isaac
and others, that he had taken a Reservation of
six hundred and forty acres of land in right of his wife
by [illegible] of 1817 & 1819 between the United States and Cherokee
Nation of Indians upon the waters of Mud creek in
said County of Jackson, that affiant has been informed
and believes that said Isaac was prevented from settling
upon, and getting possession of his said Reservation through
threats of violence from the intruders, affiant states that
he at one time went with said Isaac Rogs to the place
where said Isaac said he had located his said Reservation
that he was there and has been ever since acquainted with
with the place where said Reservation was said to be
located, and believes the said Reservation to be worth
two dollars P. acre in a state of nature that said
Reservation has been entered and taken up by the settlers
under an act of Congress providing for the disposition
of the public lands in that part of Alabama affiant
does not know of his own knowledge that said Reservation
was ever surveyed, but was informed that it was surveyed
by Jonathan Newman, whose under whom affiant
does not know

Levi Nash

Sworn to and subscribed
before me this 3d day July 1838
Benj Stanbro Justice of the Peace

REPRODUCED AT THE NATIONAL ARCHIVES

State of Alabama
Jackson County } Be Benjamin Hembree and Francis Young acting justices of the peace in and for the County and State aforesaid do certify that in our absence with Levi Nash whose signature appears to the within deposition this day taken and subscribed before B. Hembree Esq! and that he is entitled to the fullest credit upon oath in a court of justice or elsewhere

Given under our hand and seals this 3! day of August 1838

Benj. Hembree (Seal)
Justices of the Peace
Francis Young (Seal)
Justices of the Peace

Isaac Kaye
Reservation claim
Saml. Kaye
Sept.

Jackson County
Alabama

Dismissed

Decree Entered Sept.

State of Alabama
Jackson County } Be it Remembered, that on this
11th day of August in the year of
our Lord one thousand eight hundred and thirty eight
I Benjamin Hembree an acting justice of the peace
in and for the County and State aforesaid have called
and caused to come before me Samuel Keys a Citizen
of said County aged about fifty two years who being
first duly sworn deposeth and saith. That on the
day of Isaac Keys who had formerly inter
married and connected himself with a cherokee
woman filed his claim in right of his wife to a Res
ervation of six hundred and forty acres of Land
upon the waters of Mud creek in the county and State
aforesaid; under the Treaties of 1817 & 1819 between the
United States and cherokee Nation of Indians giving
to heads of families life time estates, That in the year
1819 said Isaac moved from South west point in the
State of Tennessee, by water, and left his boat at or
near the mouth of Town creek, and went to the place
where he had selected and located his said Reservation
for the purpose of geting possession of, and settling there
but was prevented from either geting possession or
settling his Reservation by the intruders living there on,
and their friends, who threatened to beat and abuse him
if he ever attempted to settle upon any part that
he had selected for his Reservation taken as aforesaid
From the threats and abuse the said Isaac heard
from the intruders settled upon his Reservation as
aforesaid and their friends, and the great trouble
expence and difficulty his brothers Isaac and Wagnal

REPRODUCED AT THE NATIONAL ARCHIVES

William Keys had to undergo in getting upon their
Reservations; he concluded to leave the place, and
moved off down Tennessee River some where near Gunters
landing or Valley, as he believed his life would be
endangered by attempting to settle upon his Reservation
After said Isaac had moved off as aforesaid he
returned, and again attempted to get possession of and
settle when he had selected for his Reservation
(then as aforesaid) at which time the intruders
threatened and attempted to beat him. but was prevented
by a certain William Chilton who was then in compa-
ny with the said Isaac, conducting him to the house
of affiant from which attempt and great threatening
of personal Violence then offered to the said Isaac
he gave up all hope of ever getting possession of
his said Reservation, and finally moved off and
emigrated to Arkansas about the first of april
1829. affiant States that he is known and was at
the time said Isaac selected the place aforesaid
(for his Reservation taken under said Treaties) well
acquainted with the same and believes it to be
worth in its Natural State Ten dollars per acre
affiant States that he has no personal knowledge
that the Reservation aforesaid was ever surveyed
as required by said Treaties, but was informed
and believes that it was surveyed by one Mathew
Norman but under what authority affiant does not know
affiant states further that the said Reservation has been entered
by the Allens and taken up under an act

Corp
the C.

Sworn
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Congress providing for the sale or entry of the Government lands in that part of the State

Alabama

Samuel Keys

Sworn to and subscribed before me the day above

Benj. Hamlett

Justice of the Peace

State of Alabama
Jackson County

I, Benjamin Hamlett an acting justice of the peace in and for the County aforesaid, do hereby certify that I am well acquainted with Samuel Keys whose signature appears to the foregoing deposition this day taken and subscribed before me and that he is entitled to the fullest credit upon oath in a court of justice or elsewhere.

Given under my hand and seal August 4th 1838

Benj. Hamlett (Seal)

Justice of the Peace

Isaac Kuyl
Reservation Claim
William Norris
Def.

State of Alabama
Jackson County } On this 11th day of August in the
year of our Lord one thousand eight
hundred and thirty eight I Benjamin Newbrow an
acting justice of the peace in and for the county and
State aforesaid have called and caused to come before
me William Rowe aged about sixty years, who being
first duly sworn deposeth and saith that he moved
to the county of Jackson in said county about the
year 1815 that he is well acquainted with Isaac
Rogs who had formerly intermarried and connected
himself with a Cherokee Woman; That he understood
from said Isaac and others, that he had taken and
located a Reservation of six hundred and forty acres
of Land in right of his wife, upon the waters of Mud
creek in the county and State aforesaid under the treaties
of 1817 & 1819 between the United States and the Cherokee
of Indians — That said Isaac moved from South West
point in Tennessee, by water, and left his boat at or
near the mouth of Crow creek, and went to the place
where he had selected his Reservation for the purpose
of settling upon it but was prevented from getting upon
it by the intruders that was living upon it, who
threatened him with personal abuse and violence if
he ever attempted to settle upon any part of it. from
the threats and abuse he received and the great trouble
and difficulty his brothers Samuel and William Rogs
had to undergo in getting upon their Reservation he
concluded to leave the place, and moved down
the River, near Gunters Landing, as he believed his
life would be endangered by attempting to settle
upon his Reservation, after said Isaac had moved
as aforesaid, he returned and again attempted

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to get his Reservation taken as aforesaid at which time the intruders, threatened and attempted to beat him as affiant was informed and believes. but was prevented by a certain William Charles who was with said Isaac piloting him to his brothers Samuel Keys. from which cause and the fear of endangering his life by trying further to get possession of his Reservation. said Isaac gave up all hopes of ever getting possession of his Reservation and finally moved off and emigrated to Arkansas about the first of april 1829 affiant states that he at one time went with said Isaac to the place he had selected for his Reservation for the purpose of locating the center of this said Reservation. affiant is and has been well acquainted with the place said Isaac had selected for this Reservation and believes it to be worth Ten dollars in a natural State. and that the same has been taken up and entered by the settlers under an act of Congress making provision for disposing of the public lands in that part of Alabama affiant was informed and believes and the said Reservation was surveyed by one Duncan Cameron but are ignorant whose as thereby affiant does not know

Sworn to and subscribed
before me the day above
Benj. Hembree
Justice of the Peace

William Rorex

State of Alabama
Jackson County } I Benjamin Hembree an acting justice
of the peace in and for said County and State
do certify that I am well acquainted with William Rorex
whose signature appears to the above and foregoing deposition
this day taken and subscribed before me, and that he is entitled
to the fullest credit upon oath in a court of justice or elsewhere
Given under my hand and seal Aug 4th 1834

Benj. Hembree
Justice of the Peace

~~No. 345~~

Docket.

Isaac Key
vs
The United States. } Claim for the value of a reservation on the territory ceded by the treaty of 1819.

Claimant prohibits against the decree of the Hon Comrs in this case, because.

1. The proof shows, that Claimant unfortunately entered possession to the treaty of 1817 for a reservation on the territory ceded by that treaty, that he attempted to locate himself on the reservation in the year 1818, or 1819 but was forcibly prevented from so doing by white intruders, who had taken possession of the same. That he never could get possession. That his reservation was afterwards appropriated by U. States, and he was compelled to abandon the same, without receiving any compensation therefor. That his failure to comply with the terms upon which his reservation was granted was occasioned by the acts of others over whom he had no control, and a want of good faith on the part of U. S in not complying with the 7th Art of the Treaty of 1819 in preventing until the 1st of Jany 1820 intrusion of the white people upon the ceded territory. The decision of the Comrs is therefore in denial of Claimt's rights under the treaty of 1835-6. The proofs & paint the same & prays that it may be viewed by the proper Dept of the Govt & his rights awarded him. July 1839.

John F. Gillespy Atty
for Claimt

7.582

Portrait

Isaac Hunt

Mr

The M. Stated

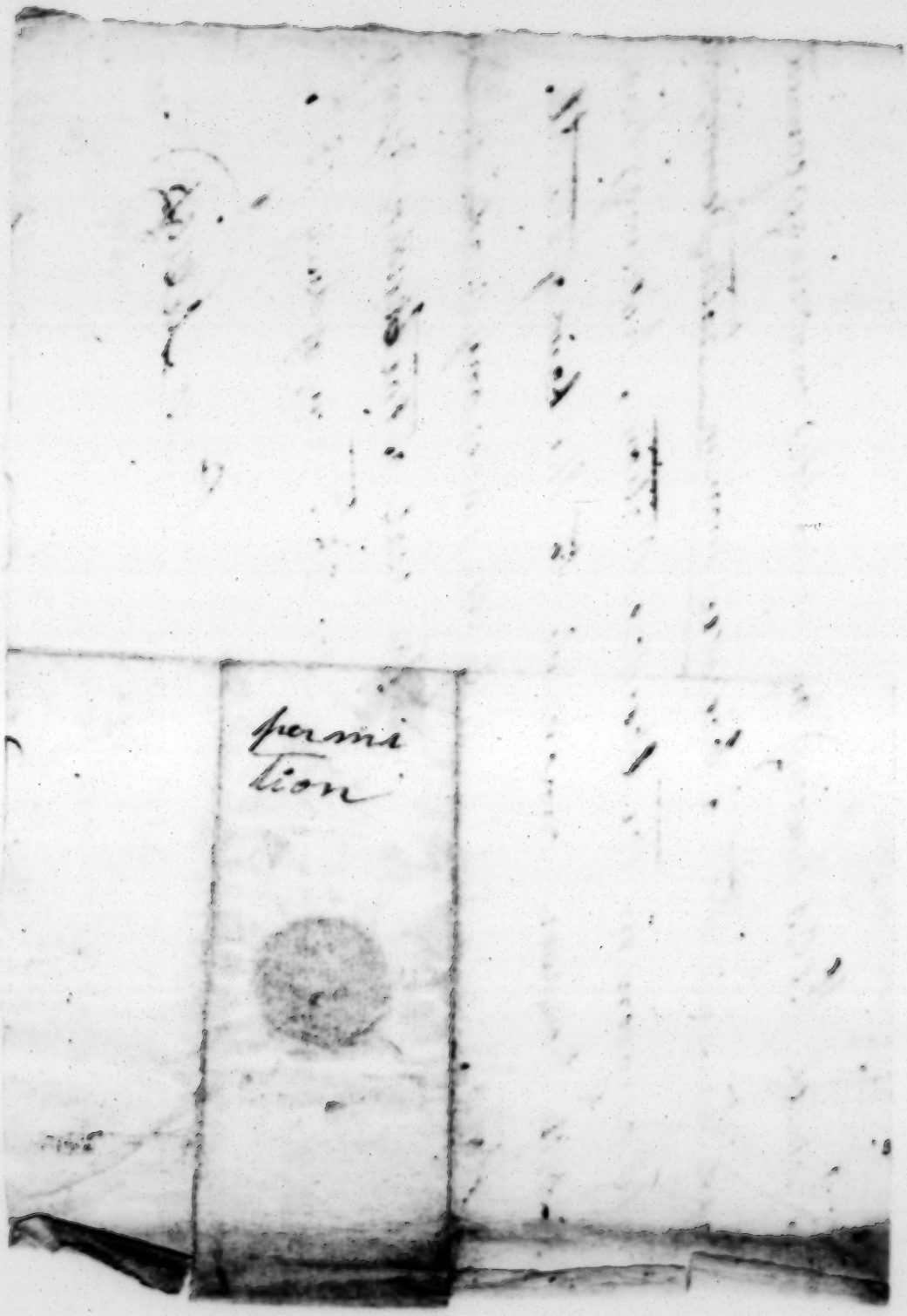
Cherokee.

Reservation

Samuel Keys

No 15

Disallowed


permi
tion

Samuel Keys having by honorable marriage connected himself with a Cherokee woman hath permission to remain in the Cherokee Nation, holding himself however amenable to the laws of the St. Hales.

Given under my hand and the seal of the Cherokee Agency the 28th day of July 1817.

Return J. Meigs.

Petition

Sam. Keys

To the Hon.ble Wilson Lumpkin and John Kennedy
Commissioners under the late Treaty between the United States
and the Cherokee nation

Samuel Keys who having heretofore been
-ably contr.married and connected himself with an indian
woman a native of the Cherokee nation, respectfully represents
that in pursuance of the treaties of 1817 & 1819 between the
United States and the Cherokee nation he registered himself for
a reservation with the agent of the Cherokee nation a copy
of the record of said reservation is herewith filed marked
(A) and which he prays may be taken as a part of this
petition, That on the 4th day of December 1820 said reserva-
tion was surveyed the plat and certificate of survey is
herewith filed marked (B) and which he prays may be taken
as a part of this petition, Your petitioner with his family
took possession of said reservation in the month of March 1819
and continues to reside thereon until the Month of March 1838
for the further particulars of his removal he respectfully
refers to the affidavit of your petitioner marked (C) and
herewith filed and for a further description of the cruelty and
barbarity with which he and family were treated by those men
proposing to be Cherokees he begs leave to refer to the testimony
herewith filed, He therefore requests that you will order him to
be paid for his said reservation according to the provisions
of the late treaty with the Cherokees

Samuel Keys By his
Atto Geo W Paschal

1817	No. of Warrant		No. of Survey		Situation
July 11	30	Samuel Keys in right of wife	3		Waters of Mud Creek

Off Surv. Gen. Rec.
Oct. 30. 1837.

I certify that the above is a true Copy of the entry of Samuel Keys, a life Interest Reserve, as it is entered on the Register of Life Estate Reservations kept in this Office

for Nath. Smith, Sur.
W. Hetzel

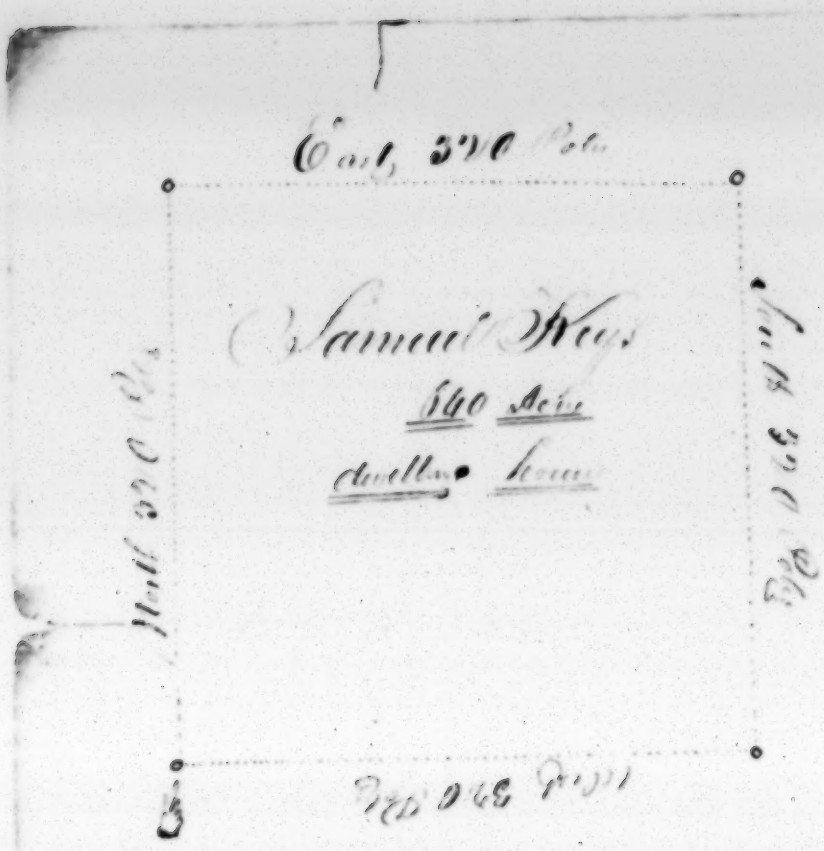
Certificate of
Samuel Key's
Reservation

A)

B

Samuel Key's
Plat and certificate
640 Acres

(13)



Sale of Samuel Hays The undersigned Surveyor (duly authorized) from a certificate of a Survey concluded at the Choctaw Agency on the eighth day of July one thousand eight hundred and Seventeen - and a Survey concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and Seventeen, between the United States and the Choctaw Nation of Indians. Surveyed and laid off to Samuel Hays Six hundred and forty acres of land corresponding with the registration of his claim filed

with the chuch Agent on the twenty eighth day of may one thousand eight hundred and eighteen bottled and bounded as follows (viz) Beginning at a spanish oak, a sweet gum and spanish oak marked as pointers; thence North three hundred and twenty pole to a stake on the side of the mountain; thence East three hundred and twenty pole to an ash and two ~~pine~~ oaks on a ridge, thence South three hundred and twenty pole to a stake, two black oaks a poplar and ~~pine~~ oak marked as pointers; thence West three hundred and twenty pole to the beginning, including his dwelling house and improvements as near the center thereof as practicable. Surveyed the 4th day of December 1820.

William Rowe Esq.
William Keys

Robert Armstrong
Surveyor

To the Hon.ble Wilson Sumpkin and Elias Kennedy Commissioners
Under the Late Treaty with the Cherokees

Your petitioner Samuel Keys who having
heretofore honorably married and connected himself with a Cherokee
woman and respectfully beg leave to file the within and other testimony
taken

Samuel Keys
Bill of Sale &c

State of Alabama } S.S
Jackson County } On this 23d. day October in the year 1837
personally appeared before me Woodson
Hammond an acting justice of the peace for said County
Samuel Keys, (who having been before honorably informed and
counciled himself with a cherokee witness) who being first duly
sworn upon the Holy evangelist of Almighty God, Deposeth
and saith— That on the 28th of May in the year 1818 he registered
and filed his claim with the Agent of the cherokee nation
for a Reservation on the County and State aforesaid on the north
side of Tennessee river on the waters of Mud creek, agreeably to the
terms of a treaty concluded at the cherokee Agency on the 8th day of
July 1817 and a treaty concluded at Washington city on the 27th day
of February 1819 between the United States and cherokee nation of
indians. that he resided upon and had peaceable possession of
his said Reservation from the month of March 1819 until the month
of March 1838 at which time his wife was in the last stage of
Consumption, and at her request affiant to gratify her concluded
to spend the ensuing summer and fall season upon the south side
of Tennessee (a distance of about seven miles from his Reservation) his
wife conceiving that the waters of a certain spring would conduce
to the benefit of her health, not in the least intending to abandon
his said Reservation, but at the request of his wife as aforesaid to stay
on the south side of Tennessee river, until her health was restored or
she would die, leaving as tenants in possession a certain Sion Cook
William Rowe, and Andrew Griffin, together with his farming
utensils, some household furniture, and a horse to make a crop the
then ensuing season.— affiant further states that he was security for
brother William Keys in a note then held by a certain John Hancock

of the County and State aforesaid for about the amount of fifty four dollars, for which an attachment was sued out and levied upon the Reservations of affiant and the Reservation of his brother William Keys and sold the same as affiant is informed and believes without ever having advertised the said Reservations for sale as required by the Statute of the State in such cases. Affiant States that a very few days before the the sale was to take place, he was informed of the circumstances and sent a certain Benjamin Price to the Sheriff of said County for correct information upon the subject to which the sheriff replied that Hamd Keys need not be in the least uneasy, as William Keys' Reservation would sell for an amount sufficient to pay that and every debt he owed. Relying upon the appearances so given by the said Sheriff affiant did not attend the sale, his wife being so low at the time of consumption she was expected to die every hour, and she did actually depart this life very shortly afterwards (the precise number of days not now recollected) After affiant was informed of the fraudulent sale of his Reservation by the said Sheriff, through much difficulty he procured the money and tendered the amount to a certain John Hancock, the purchaser who replied in an abrupt and blasphemous language, that he did not want any of affiants money that he had the place which was all he wanted, and if he could only keep it the life time of affiant that it should never do his children any good, and actually deadened and destroyed the timber all over it. After the sale as aforesaid the said John Hancock notified the tenants of affiant to be off of the place by a certain day, threatening to enforce the law against them if they remained to avoid being involved in law they moved off and left the place, immediately after which, the said John Hancock moved in to the main dwelling house of affiant and took entire possession of his said Reservation — After which affiant

employed Charles Lewis Esq atty at law to recover his said reservation who took the affidavits of a number of persons and forwarded them to the war department (or to Congress) to allow relief for affiant but said thereon and the said Reservation was taken up and entered by the said John Hancock and other settlers under an act of Congress providing for the disposal of the publick lands in that part of Alabama, and that affiant used every exertion in his power to recover possession of his said Reservation but was unable to do so and that he has never received any compensation therefor and further this deponent sayeth not.

Sworn to and subscribed before me Oct 23d 1837

C W Hammonds Seal
Jus Peace of the Peace

Samuel Keys

State of Alabama
Jackson County } I Mordecai Hammonds one of the acting justices of the peace in and for said county, do certify that I am intimately and well acquainted with the above named Samuel Keys who has this day appeared and sworn before me to the above affidavit and believe him entitled to the fullest credit upon oath, and that the signature above was made by the said Samuel Keys in his own proper hand writing in my presence. Given under my hand and seal Oct 23d 1837

C W Hammonds Seal
Jus Peace of the Peace

Jeri Nash

Ex Depositions

State of Alabama } ss
Jackson County } On this 23d. day of October in the
year of our Lord 1857 I Wooden Hammond
a justice of the peace in and for the county and state aforesaid
have called and caused to come before me Levi Cash a citizen of said
County, who being first duly sworn upon the Holy Evangelist of
Almighty God to speak the truth deposeth and saith.

I removed to the county of Jackson in the State of Alabama
in the month of June 1820 and settled upon the Reservation of Samuel
Keys in said county on the north side of Tennessee & the waters of
Mud creek and continued to reside upon the said Reservation until
as Tenant of the said Samuel Keys until the winter of 1828 or 1829.
In the month of March 1828, the wife of the said Samuel Keys being
in a low state of health, urged and importuned him to go over on the
south side of Tennessee River to a certain spring, conceiling the waters of
which would be of service to her, at which time, affiant believes the
said Samuel Keys to gratify his dying wife consented to go over for the
ensuing summer and fall, and left affiant in possession of his Reservation
as tenant, affiant moving into the house out of which, the said Samuel
Keys had moved, only to remain therein until the said Keys should
want to remove back. Affiant states that the said Samuel Keys
left in the house some of his household furniture, his farming utensils
and a horse with which to make a crop the then ensuing summer
and said Both which was owned by affiant for said Keys. and raised a
full crop of Corn & upon said Reservation as tenant as aforesaid. Affiant
states that he was informed that an attachment was sued out and
levied upon the Reservation of William Keys, and upon the Reservation
of Samuel Keys at the instance of a certain John Hancocks upon a Note
for about the sum of fifty five dollars for the payment of which the said

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Samuel Keys was security for the said William Keys to the of which said Reservation was sold under said attachment as affiant was informed and believes with out being advertised according to law. Affiant states that Samuel Keys did not attend the sale, in consequence of afores an assurance given the said Saml. by the Sheriff of the county that his Reservation would not be sold, as that of William Keys would sell for more than an amount sufficient to pay that and any other debt he owed, and that at the time of sale said Samuels wife was hourly expected to die, and did die very soon thereafter. affiant was informed and believes that shortly after the sale aforesaid the said Samuel Keys tendered the amount of the purchase money to the said John Hancock the purchaser, which was obstinately refused as affiant was informed and believes. Affiant states that in a few days after the sale aforesaid the said John Hancock, notified affiant to leave the premises by a certain day, threatening him with the law and the influence of his great wealth if he affiant did not go off and entirely abandon the Reservation

Being alarmed by the threats of said Hancock, and knowing the influence his wealth would have, affiant (being a poor man) determined to leave the Reservation by the time he was notified, thereby avoiding the difficulty and embarrassments attending a protracted law suit. Immediately after affiant moved away, the said John Hancock moved into the house (which was the same, the said Saml. Keys had left in possession of affiant) and took full possession of the whole Reservation affiant further states that said Samuel used great exertions to recover possession of his said Reservation, but failed to do so, and that the same was taken up and entered by the said John Hancock and other settlers under an act of Congress providing for the disposal of the public lands in Alabama. Affiant states that to his own knowledge the said Keys paid Dan for the said Reservation of six hundred acres of land for several years having in the year 1826 paid the money and took the

Jan collection receipt for 1836 of that year. Affiant is well
acquainted with the Reservation aforesaid, and believes it to be
worth Jen dollars P. acre in a state of nature, and further
this deponent sayeth not

Leri Kash

Sworn to and subscribed
before me Oct 23rd 1837
C H. Hammond Jus
Justice of the Peace

State of Alabama
Jackson County

I Woodson Hammond an acting justice of
the peace in and for the County aforesaid. Do
certify that I am intimately and well acquainted with the above named
Leri Nash who has this day deposed on oath before me to the above affida
vit and believe him to be entitled to the fullest credit upon oath
and that the above signature was signed by the said Leri Nash in his
own proper hand writing in my presence. Given under my hand
and seal Oct 23rd 1837

C H. Hammond Seal
Justice of the Peace

William Rowe

To the position

State of Alabama } ss.
Jackson County } This 25th day of October in the year 1837
I. Charles L Roache one of the acting
justices of the peace in and for the county aforesaid, have called and
caused to come before me, William Reese a citizen of said County
who being duly sworn deposeth and saith. That he removed to the
County of Jackson in the year 1818. before the Treaties of 1817 & 1819 being
then within the limits of the Cherokee nation and continued to
reside in said unceded Territory until the Treaties of 1817 & 1819 were
concluded giving and allowing to the nation of the Cherokee Nation
Reservation of six hundred and forty acres of land. That Samuel
Rogs who was lawfully intermarried and connected with a Cherokee
woman. in the month of May 1818 filed his claim and Registered his
name for a Reservation on the waters of Mud creek, on the north side
of Tennessee River, in the County and State aforesaid, and moved
upon his said Reservation in the Month of March 1819 and made a crop
upon it in that year, said Rogs having left a certain Isaiah Walker
in possession of his said Reservation to keep off intruders until he could
move upon it himself. affiant moving upon the said Reservation at or
near the time Rogs died. In the Month of Dec 1820 the said Reser-
vation was surveyed under the superintendance of R Houston
Commissioner and R. Armstrong Surveyor. affiant and William
Rogs being sworn Chain Carriers, affiant states that Rogs had to encoun-
ter many difficulty in getting possession and keeping intruders off his said
Reservation, affiant being employed by said Rogs to go to the agent
Col. Meigs. who sent to the intruders a Circular letter or notice to
abandon Rogs Reservation by the 1st Jan'y next or suffer who disregar-
ded said notice. And Rogs had [illegible] suits in the County of Jackson
County and finally succeeded in dispossessing them, and had full and

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peaceable possession, until the year 1838 or 1839 at which time said Rogs
moved upon the South side of Tennessee River a distance of about
seven miles from his said Reservation, as he said to gratify his wife
who was at that time in a very low state of health, when Rogs in
formed affiant of his intention to go over on the South side of Ten-
nessee River, as aforesaid, affiant said to Rogs, now Sam, as soon as
you go off the place there men that have been trying to get it will
will move in and you will lose your Reservation or you will have
a great deal of trouble to get it back, to which Rogs replied I am
not going to abandon it I intend to return and live upon it I am
going to leave my farming tools, some of my household plunder a
horse with which to make a crop, and leave a tenant in possession
a certain Levi Cash, to make a crop and take care of the place
until I come back upon it. after Rogs had went upon the South
side of the River, a certain John Hancock, had out an attachment
against William Rogs and Saml Rogs as security for the payment of
the debt of about fifty five dollars and had it levied upon the
Reservations of said Saml and William Rogs both of which was
sold and the Reservation of said Samuel Rogs was after words entered
and taken up by John Hancock, affiant, and others (said Rogs entering
one hundred and eight acres thereof) under an act of Congress
providing for the sale of the public lands in Alabama. affiant
states, that he purchased one hundred and twenty five acres of said
Reservation from said Rogs before said John, affiant had to enter the
land himself, with his own money but since that time said Rogs
has endemnified affiant to the full amount of the entrance
money for said One hundred and twenty five acres. affiant
is still engaged with said Reservation and believes it to be worth two
dollars and fifty cents per acre

is well acquainted with said Reservation and believes it to be worth Ten dollars P Acre in a state of Nature, and that Reg abandoned his place through fear, further this deponent saith not

William Roach

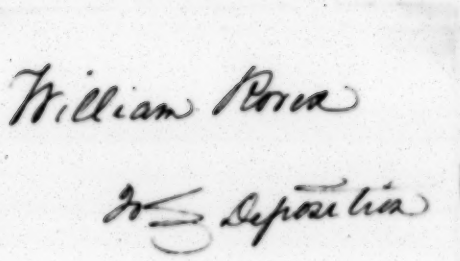
Sworn to and subscribed
before me the day above
Charles L Roach
Justice Peace

State of Alabama
Jackson County

I Charles L Roach one of the acting
justices of the peace in and for said County
do certify that I am well acquainted with William Roach who has
this day deponed on oath before me to the foregoing
affidavit and that he is entitled to full credit upon oath and
that the signature above is the proper hand writing of the said
William Roach

Given under my hand and seal Oct 25th 1837

Charles L Roach [seal]
Justice peace


William Rowe
Deposition

State of Alabama
Jackson County

On this 9th day of November in the year 1837 I Charles L Roache an acting justice of the peace for said County, have called and caused to come before me William Rose, who being first duly sworn upon the Holy evangelist of Almighty God, deposeth and sayeth, in continuation of his Declaration taken in the case of Samuel Rays Reservation That before said Rays moved from his reservation to the south side of Tennessee River, he was continually threatened by the settlers, that they would beat him with clubs, that at one time Rays came to me to speak him to getting a set of house logs, but I declined going, having heard the settlers say if the logs was got they would cut them in two, and I was informed that at that day some men came to where Rays and his brother William was at work and drew pistols upon them and fired at them off and after cut the logs was cut up, affiant states that the settlers was in the habit of abusing Rays children before and during the sickness of Rays wife, that owing to the low state of her health she was unable to be taken on the south side of the river where she could die in peace as she could not on her deceased stand the treatment her self and children received from the settlers. At the time Rays moved he said to affiant I am not going to abandon my reservation but will return as soon as I can prepare a place to keep my stock upon as the settlers had told Rays he should not raise any stock on the north side of the river, and they was in the habit of destroying his stock and dogging his hogs until they would be in a manner of no value, affiant states that Rays had a great deal of trouble in getting possession of his Reservation and all the while he lived upon it there was continually some of the settlers abusing him and threatening to drive him off by force.

Affiant states that from his knowledge of the circumstances he believes if Keys could have staid upon his place six years or his crops had enjoyed good health he would have continued upon it. And believes Keys moved off through fear the Sellers would do him personal violence or in someway abuse his family that he could not stand the treatment and would go off awhile until the enmity of the Sellers towards him would die away and he should then return, Affiant stated to Keys if he went away he would loose his reservations to which Keys replied I am going to take my farming tools some household furniture and Levi Nash as tenant to take care of the place and make a crop the ensuing year, and would return in the winter as soon as he could get a place to keep stock on the South side of the River. though he never did return as the taboos Keys had put upon the place was sold as stated by affiant in his former depositions. And the whole of the Reservation was taken up by the Sellers under the act of Congress to dispose of the public lands in Alabama— Affiant states that after Keys moved off a certain John Hancock told him against he was done with Saml Keys reservation it should not be worth one damn. and he filed on and destroyed the timber all over the reservation and in a manner destroyed its value. also deadening the fence all off down after the reservation had been run out Affiant was informed that the settlement under which Saml Keys' Reservation was sold was owned by an officer by the name of Elijah Blagg who was run out of the country shortly after for Counterfeiting, and has never since returned

William + Rosser
his
mark

Sworn to and subscribed
before me the day above

Charles L Rouch
Justice of Peace

Saml. Keys

Deposition

State of Alabama
Jackson County

On this 8th. day of Novr. 1837 I Thomas J Hardwick an acting justice of the peace for said County, this called and caused to come before me Samuel Keys, who being first duly sworn upon the Holy evangelists of almighty God, deposeth and saith, in continuation of his evidence heretofore taken in the case of his Reservation, That before he moved from his Reservation, and during his wifes sickness, he was continually threatened to be beat and abused by the Sellers, and they did actually come at one time, a company of ten or twelve men, where I was at my work cutting house logs, and threatened to beat me with sticks, and cut up the house logs, but went away without doing me any personal Violence, and afterwards in course of one or two nights some of the house logs were cut in two, owing to the very low state of health of my wife, and the frequent threats of the Sellers to do me personal Violence and otherwise harrassing and annoying me and my family she requested of me and insisted upon my moving for a while upon the south side of the River, saying that in her very low state of health she could not stand the treatment her self and family received from the Sellers, and wished to be taken on the south side of the River where she could die in peace, or recover her health as she believed the waters of a certain spring to which she wanted to be taken would be of benefit to her. and that the Sellers would frequently come to my house and beg and make great attempts to ride over my children, would curse and abuse them which had

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tendency to frighten and terrify my wife in her illness. they
would drag my stock and kill them up when the stock was
in no mischief whatever. and they the settlers would swear and
tell me to my face. that I should raise no stock in the
Country and that I had as well move off at once. for I should
never do any good there. In consequence of the urgent Request
of my wife. and the treatment of my self and family. and the
abuse of my stock I at length concealed ~~before~~ a tenant
in possession of my Reservation, and move on the south end
of Tonnaspah River, a distance of about seven Miles from my Reservation
and continues there until the death or recovery of my wife should
occur, and left considerable house hold furniture and farming
tools a horse with which to make a crop, and had only
with my tenant Levi Nash. not in the least including to
abandon my Reservation but to return as soon as the fate
of my wife was decided. but instead of returning, My Reservation
was taken from me fraudulently. and was deprived of the benefit
of my labours. by virtue of a sale as stated in my former depositions
and the whole of my Reservation was taken up by the settlers
my self having to enter One hundred, and sixty acres at the
Government prices, and that I have never Rec^d any compensa-
tion for my Reservation

Samuell Kelly

Sworn to and subscribed
before me the day above written

Thos J Sanderson
Justice of the peace

State of Alabama
Jackson County } Be it this 5th day of Nov in the year 1837
personally appeared before me Thomas
Hardwick an acting justice of the peace for said County
Levi Nash, and made oath that at the time he entered upon
the Reservation of Samuel Keys as his tenant at the time Keys
moved to the south side of Tennessee River, said Keys said to
me: if any persons come to take possession of the Reservation
or to kill and destroy the timber to let him know of it and
he would come and attend to it. but I neglected to give him
the information after the occurrences took place; affiant believes
said Keys did not leave his Reservation with the least intention
of abandoning it. but from the reasons set forth in the foregoing
deposition of said Keys. and that he believes the facts stated
therein by said Keys to be strictly true

Levi Nash

Sworn to and subscribed
before me the day and date above
Thos J Hardwick
Justice of the Peace

State of Alabama } I Thomas J Hardwick an acting justice of the
Jackson County } peace for said county. do certify that I am well
acquainted with Saml Keys and Levi Nash who have deposed to facts
before me to the foregoing affidavits, and that they are entitled to
full credit upon oath in a Court of justice or elsewhere
Given under my hand and seal this Nov 8th 1837
Thos J Hardwick (Seal)
J P

State of Tennessee
Hamilton County Personally appeared John Coms
on before me A B Wilson one of the acting
Justices of the peace for Hamilton County and
made Oath in due form of law that he lived
in Jackson County Alabama from sunshine in
in April 1828 until December 1830 and part
of that time he lived in the neighborhood where
Samuel Keys William Keys and Isaac Keys
had taken their Reservations which was on
the waters of mud creek Samuel Keys and
William Keys had got in possession of their
Reservations but from general information
through Great difficulty in their getting pos-
session they having to build their they pulled
down their house logs together in the day the
settlers would gather and put them house logs in to
piles after night and as soon as it had been
reported all the States he heard several persons
laughing and laughing about cutting the logs to
pieces saying let them go on the other side
of Tennessee River amongst the Indians where
they belong to that they had no business with
land there and he further states he heard the
Sheriff of Jackson County say that had
seized and an execution on both William Keys
and Samuel Keys Reservations and that they
would sell and did not bring but fifty
dollars or there abouts and under the circum-
stances William Keys abandoned the place
and he alleges for he told me himself
that he could not stand it. he says that he
was credibly informed that Samuel Keys attended

REPRODUCED AT THE NATIONAL ARCHIVES

the full sum of the purchase money to the pur-
chasers but they Refused and would not Rec it
and further states if the Samuel Sims Reservation
belonged to him he would not take by then
twenty dollars per acre for it in a State of nat-
he again states that Isaac Keys had not yet
got his Reservation Surveyed and when he came
come in the neighbourhood in pursuit of his land
the settlers would threaten him severely and I
heard a noted william Wheeler acknowledge
that he had taken a large whoop pole and a
Drum Isaac Keys of the peace one time that he
was in the neighbourhood in pursuit of his Reserva-
tion and that they annoyed him every way they could
to in order to keep him from get possession
of his Reservation and threatening any surveyor
that would survey the same and he affiant
undertook as an agent for Isaac Keys and
when he affiant and the surveyor was surveying
said Reservation there was a mob of the settlers
followed them in order to cut the chain to
pieces but could not get up with them while
they had completed the survey and then shewed
a disposition of hostilities and that he states
soon before that a noted Richard S. Easley Esqr.
who was within the lines of Isaac Keys Reservation
when Dunn and came to affiants house with several
others with him and Requested him to step a
side that he wanted to have some conversation with
him now says he Easley to affiant if you will
withdraw and have nothing to do with Isaac Keys
Reservation I will make your enemy of your enemy
can be your enemy then he Easley further states
to affiant what would you think to lead up and

which
time.
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whip nearly to death he affiant & Esther his wife began
to cry and beg him not to do so any more when affiant was about to desist from
whipping Caesar he told affiant again he was the
first person that had any business to
whip him & ordered affiant to
whip him on which affiant told him he would not
whip him any more unless he was willing to
be whipped & that he affiant would not be
whipped by any person whatever & that
if he affiant was whipped he would
have satisfaction of the person who
whipped him & that he affiant would
not be whipped by any person whatever
unless he was willing to be whipped
& that he affiant would not be

Samuel Kay's
Reservation Claim
Affidavits of
Saml. Kay's
Sevr. Witnesses

State of Alabama
Jackson County } Personally appeared before me Silas Hamplin an acting justice of the peace for said County, Samuel Keys a citizen of said County, and made oath, that on the 28th day of May 1828 he, the right of his wife, filed his claim to a Reservation of six hundred and forty acres of land upon the waters of Mud Creek in the County and State aforesaid, that he was fraudulently dispossessed of his said Reservation, that he never sold it, nor has he ever received any Compensation for it, or for any part thereof

Sworn to and subscribed
before me March 13th 1838
Silas Hamplton
Justice of the Peace

Samuel Keys

State of Alabama
Jackson County } Personaly appeared before me Silas Hamplin an acting justice of the peace for said County, Levi Nash, a citizen of said County and Made oath, that in the year 1828 he resided upon the Reservation of Samuel Keys upon the waters of Mud creek in said County and State, as tenant of said Keys, that he has been acquainted with said Saml Keys and his transactions from the year 1823 to the present having lived but a very short distance from him the greater part of the time and that I have never understood from said Keys or any other person that he ever sold his said Reservation or that he had ever Rec'd pay for it or any part of it, affiant states that he knows of his own knowledge that said Saml Keys was fraudulently and fraudulently dispossessed of his said Reservation and that

he believes the above affidavit of Samuel Keys to contain the truth.

Leri Rash

Sworn to and subscribed
before me March 15th 1838
Silas Hampton Justice of the Peace

State of Alabama
Jackson County } I Silas Hampton an acting justice of the peace in and for said County do certify that I am well acquainted with Samuel Keys and Leri Rash, whose signatures appears to the above and foregoing affidavits this day taken and subscribed before me and that I believe them entitled to the fullest credit upon oath in a court of Justice or elsewhere.

Given under my hand March 15th 1838
Silas Hampton J.P.

a/c

John F. Gallespy

vs

Saml. Hays

Chas. Keys

To John F. Gillespy Dr

To services as Attorney at Law in prosecuting before the Comrs. under the late Cherokee Treaty of 1835 his claim for Compensation for his reservation taken under the treaty of 1817 & 1819 as per agreement 7½ per Cent upon the Amt. that shall be adjudged ——————

John F. Gillespy, makes Oath, that the above a/c as the same stands Charged is just and true, and that he never has received any Compensation for the services Charged.

John F. Gillespy

Sworn to and subscribed before me This 24th day of March 1838.

Wm W Wilcoxon one of the Commrs

W. Bryant's Deposition
respecting Sam'l
Hays Reservation

State of Alabama } Personally appeared be-
Jackson County } fore me C. L. Beacham
acting Justice of the peace for the County and
State aforesaid Wilson Bryan and
after being duly sworn on the Holy Evangelist
of Almighty God deposeth and saith

1st Question by A. M. Folger—
How long since you became acquainted with
Samuel Keys.
Answer— about ten years

2nd Question Do you or do you not know him Keys to have
been the head of an Indian Family at the time of
his taking the Reservation now claimed by him
lying in Jackson County Ala on the waters of
Mud Creek.
Ans From the information rec'd from his connection
and neighbors he was—

3rd Question was he residing on sd Reservation 1st day
of January—1820—
Ans from information he was.

4th Qu do you know him to have sold any part of sd Reservation
Ans I have be in form by William Lovey that he had sold

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of Sd Reservation from Sd Samuel Keys one hundred and
twenty five Acres for which he Sd Rorex paid
Sd Keys five hundred Dollars

5th Question has Sd Keys abandoned said Reservation
and for what Cause -

Ans he has abandoned it but for what Cause I -
Know not -

And further this Deponent sayeth not
Given under my hand and seal this 26th Day of
November 1835 - C. L. Rouch J P

" "

Deponents fee - fifty Cents $ 0.50
Justices fee one Dollar - 1.00
C. L. Rouch J P

Wm Rowe's Deposition
Respecting Jane L
Pigg's Reservation

State of Alabama }
Jackson County } This day personally appeared William Rorex before me G. Brook one of the acting Justices for said County and being duly sworn according to law deposeth as follows:

1st Question by J. M. Folger
How long since you became acquainted with Samuel Keys?
Answer - I have known him since he was a small Boy -

2nd Question Do you or do you not know him to have been the head of an Indian family at the time of his taking the Reservation now claimed by him lying in Jackson County Ala. on the waters of Mud Creek
Answer I do know him to have been the head of an Indian family at the time of taking the Reservation and some time before -

3rd Question Was he residing on said Reservation on the first Day of January 1820 -
Ans he was residing on it at that time

4th Question do you know that he sold any part of said Reservation

Answer I bought of said Keys one hundred & twenty
five acres of s.d land for which I gave him
five hundred Dollars he also through
his son in law sold one hundred acres
to George F. Patton for which I understood they
got three hundred dollars

5th Question has s.d Keys abandoned s.d Reservation
and for what Cause —

Answer he has abandoned it in consequence of debt

And further this deponent sayeth not
given under my hand and seal this 26th Day of
November 1838—

C. L. Roach J.P.

Deponents fee —— $0.50
Justices fee —— 1.00—

C L Roach J.P.

Mr. Rose's Depositions
respecting Jamaica
Negro Insurrection

State of Alabama
Jackson County } This day personally appeared Sohe Nora before me C L Roach one of the acting Justices for said County, State and being duly sworn according to Law deposeth as follows:

1st Question by A M Folger,

How long since you became acquainted with Samuel Hays?

Answer- About twenty years

2nd Question do you or do you not know him Samuel Hays to have been the head of an Indian family at the time of taking the Reservation now Claimed by him lying in in Jackson County Ala. on the waters of Tennessee

Ans I do.

3rd Ques- Was he residing on Said Reservation on 1st Day of January- 1870-

Ans he was-

4th Ques Do you Know him to have sold any of his of Said Reservation

Ans- I know that he sold to William Rorex my father one hundred and twenty five Acres for which he got five hundred Dollars I also know that him or his son in law sold George E Patton one hundred Acres

REPRODUCED AT THE NATIONAL ARCHIVES

5th Ques Has Sd Keys abandoned his Reservation
and for what Cause.
Ans. I know that he has abandoned it and I
have heard that it was for his wifes health
= And further this Deponent Saith not =
Given under my hand this 26th day of Nov. 1838.

C. T. Roach J P

Deponents fee fifty Cents — $0.50
Justices fee — one Dollar — — 1.00

C T Roach J P

Recd of Samuel Rees
$8.18¾ the balance of this
State & County tax for this
year 28th Mar 1825
B. Parsons Jr Col

Protest

Samuel Hays
vs
The United States

Claim for the value of a reservation on the Ceded Territory.

Claimant protests against the decree of the Board of Comrs in this Case, because

1 It appears from the proof, that he was dispossessed under the operation of the laws of the State, that it was complete, it was for only a part of the reservation, and Comrs erred in not allowing him Compensation for the part sold - for the 13th art of the treaty of 1835-6 only excludes from Compensation, such parts of the reservation as have been sold, Conveyed & paid for -

For the above and other errors appearing from the proof & the face of the decree Claimant protests against the decision as being in derogation of his rights under the treaty of 1835-6 and prays that upon a review of his Case by the proper dept the decree may be reversed, and right and justice awarded him.

John F. Gillespy Atty
for Claimants

1582.

Protest

Saml. King

vs

The U. States

E9 =

Wed 11:09

Reservation.

William Keys.

No 63.

Disallowed

Wm Keys

case.

as Receiver

Filed July 1838.

Jackson County

Alabama

Disallowed

Decree written up.

Date	No. of Reservation	Name	No. in Family	Residence
July 10. 1817	29	William Keys, in right of wife	3	Waters of Mud Creek

Off. Supt. Ch. Rems
June 1, 1838

I certify that the above is a true Copy ~~of the entry of William Keys, a life interest~~ Reservee, in right of his wife, as it is registered in the Book of Life Estate Reservations kept in this Office.

for Genl. Nat. Smith
Supt. Ch. Rems
A. C. Hotchkiss

Petition

William Keys

for

Copy of Reservation

filed 7th June 1838

To The Honorable John Kennedy, Thomas W Wilcox and Henry Riddle, commissioners, &c.

The petition of William Keyes represents - That he was the head of an Indian family & resided on the territory ceded to the United States by the treaties of 1817, & 1819, between the United States and the Chickasaw Nation of Indians, at the time these treaties were made - that under the provisions of said treaties he received his warrant for a Reservation of 640 acres of land on the Waters of Mud Creek in Jackson county in the State of Alabama - that he got possession of said Reservation, which was surveyed & laid off for him, and kept the possession thereof until the lawless conduct and violence of the whites who had settled in the country & who were citizens of the United States, forced him through fear to remove from said Reservation temporarily, but without the intention of abandoning it - That the land included in said Reservation has been sold & disposed of by the United States to her citizens, under her laws &c -

Thus petitioner has been forcibly deprived of the possession, use & property of said Reservation - though he did everything in his power to keep & protect the same - complied with every thing required of him in the Treaties - and never abandoned his right -

but did all he could to protect & defend it - and his said property after being forcibly taken from him by the citizens of the United States, - has been unjustly sold & disposed of under the Laws of the United States, wholly regardless of petitioners rights secured to him by said treaties -

Petitioner has never sold, conveyed, or released any of said Reservation, or any part of it -

Petitioner therefore prays that his claim for said Reservation may be examined & adjudicated by your Honors, under the provisions of the late Treaty between the United States and the Cherokees East, and that the value of said Reservation may be awarded -, as an indemnity for its loss &c. And as in duty bound, &c

William Keys

Pro ally

W. L. Keyes.

State of Alabama
Jackson County } On this first day of June in the
Cherokee Nation in the year of our Lord 1838 I
Charles L Roach Justice of the peace in and for
the County and State aforesaid; have called and caused
to come before me William Rogers, who being first duly
sworn upon the Holy Evangelists of Almighty God
deposeth and saith— That he removed to the county
and State aforesaid in the year 1815 previous to the treaties
of 1817 & 1819. being then within the limits of the Cherokee
Nation, and continued to reside in the said unceded
territory until the treaties of 1817 & 1819 were concluded
giving to the natives of the cherokee nation, Reservations
for 640 acres of land: That William Rogs who was intermar-
ried and connected with a cherokee woman, in the month
of May 1818 filed his claim to a Reservation on the
waters of Mud creek, on the North side of Tennessee
River, in the County and State aforesaid, and moved
expecting to settle upon his Reservation in the fall of 1819
and made his first crop upon it in 1820 or 1821. In the
month of December 1820. the said Reservation was
surveyed by R. Armstrong Surveyor, under the depu-
ty R. Rhodes Commissioner, assisted and a certain P. Hunt
Post being sworn chain carriers, affiant states that when
William Rogs moved expecting to settle upon his Reservation
in the fall of 1819 it had been settled by an Indian, who
refused to let him settle upon it he having to build a
Cabin upon the Reservation of Samuel Rogs. to shelter
his family from the weather, the Indian then threatening to

abuse his person, and destroy any improvement and to turn he
might put upon his Reservation affiant went with said
William Keys to the Cherokee Agency to see the agent Col.
Meigs who sent a notice or circular letter to the intruders
notifying them to abandon the Reservation aforesaid by a
certain day, when said William and affiant returned home
and read said notice to the intruders upon the Reservation
of said William and Saml Keys. they cursed and abused
the agent, and threatened personal abuse to the Reservees
if they attempted to settle upon his Reservation. the
said William Keys afterwards brought suits against the
intruders upon his Reservation, for possession and finally pre-
-vailed in dispossessing them. and had full and peaceable
possession thereof from the Month of 18 until the
Month of 18 when he removed to the south side
of Tennessee River, as affiant believes to get shut of the abuse
that himself and family was daily subject to, as the intruders
he had ejected from his Reservation was enraged at him
and sworn that said William and his brother Saml Keys should
not stay upon their Reservation in peace, nor should they ever
receive any benefit from them, and they had as well aban-
-don them and go off at once, and they did actually cut
up a lot of house logs that William had got to build
a house upon his Reservation— affiant states that when
he went to the Cherokee Agency with William Keys to see
Col. Meigs about getting possession of his Reservation, that Col.
Meigs advised him, to refrain from any trails or quarrels
with the intruders, and not to resent any insults or abuse
that might be offered to him, which advice said Keys
complied with fully as affiant believes, as he was frequently abused

and would go off and leave the company without resenting it in any way, affiant states that he has frequently been in Company with William and Saml. Keys when Riots would be raised as affiant believes to get Said William and Saml. Keys engaged in it but would go off without taking any part or engaging in the fuss in any way — affiant States that he has Resided adjoining the said Reservation of William Keys since the year 1819 and that he has no knowledge of his having ever sold it or any part thereof and after he left his Reservation it was taken up by the Occupants under an Act of Congress providing for the disposal of the public lands in that part of Alabama affiant States that he is well acquainted with the Reservation of William Keys and believes it in a State of Nature to be worth Ten or twelve dollars per acre

William Roach

Sworn to and subscribed before me June 1st 1838

C. L. Roach
Justice Peace -

State of Alabama
Jackson County } I C. L. Roach - an acting justice of the peace for said county do certify that I am well acquainted with William Roach whose signature appears to the above deposition this day taken and subscribed before me and that he is entitled to the fullest credit upon oath in a court of justice or elsewhere

Given under my hand and seal June 1st 1838

C. L. Roach - [Seal]
Justice peace

State of Alabama } I Moses Sons Clerk of the Com
Jackson County } -ty Court in & for the County aforesaid
do hereby certify that Charles J Raack whose name
appears to the within Certificate as a Justice of the
peace was at the time of signing the same & now
is an acting Justice of the peace for said County duly
Commissioned & qualified as such that his signa
ture is Genuine & his Certificate is in due form of
Law that full faith & Credit is due & should
be given to all his official acts

In testimony whereof I have hereunto set my
name & affixed my private seal having no
official seal of office done at office in the
Town of Bellefonte this 11th day of June in the
year AD 1838 & of the American Independence
the 62nd year

Moses Sons Clk C.C.

State of Ala } I Thompson M Rector Judge
Jackson } Com } of the Com } Court in aforesaid
County do } hereby } Certify that
Moses Sons whose name is } subscribed to the
Certificate is and was at the } above and foregoing
time Clerk of our said County } time of signing the
Court — aforesaid and } Com of Jackson
County — } proved and
qualified and that his signature is genuine and
his Certificate is in due form of Law and that full
faith and credit is and ought
his official acts or such } to be given to all
my hand and seal this 11th } from under
day of June 1838

Thompson M Rector Judge
Judge of the Com Court

State of Alabama } Before me Joshua Thomas
Jackson County } an acting justice in and
for said County of Jackson personally appeared
M.r Lin Cross who being first duely sworne on the
holy evangelist of Almighty God deposeth and saith
That he is well acquainted with the section of
land claimed by Williams Kerr as a life time
reservation and was acquainted with the same
at and before the time that the same was taken
as a reservation by said Kerr. and to this depo-
nants knowledge said Kerr had no improvement
on said section at the time said reserve was
taken out for said Kerr nor did he own
any improvement on said place at any time before
said reserve was taken out. said deponant further
states That said Kerr has long since left said
reserve and with his family removed from this
country this deponant also states That said re-
serve is in the county of Jackson. Alabama
Sworne to & subscribed
before me March 18.th 1831 Marlin Cross
Joshua Mauzy
J P

Williams Kerr & Daniel Linallen being duely
sworne deposeth and saith That the foregoing de-
position of Marlin Cross which was ready in their
hearing is true in substance
Sworne to & subscribed
before me 18.th March 1831 his William X Kerr mark
his Daniel X Linallen mark
Joshua Mauzy J P

State of Alabama } Before me Joshua Brown
Jackson County } an acting justice of the
peace in and for said County personally appeared
William Hall who being first duly sworn deposeth
and saith That in The month of February 1820
That he this deponent was at the house of M. Lin Crop who then
lived on the place since called Williams Keys reserva
tion and That said William Keys and one Isaac
Keys came to said Crop and in a conversation
between the said Keys & This deponent and said
Crop Isaac Keys claimed said reserve which
claim was not at That time controverted by
his brother William Keys Though present at the
time and in hearing of Isaac. This deponent
further states That Isaac Keys since 1820 has
never lived on said reserve and That William
Keys some time in the fall of 1828 removed from
said reserve and with his family from this county
and further saith not

William Hall

Sworne to & subscribed
before me this 28th 1831
Joshua Brown J P

Benjamin Price being next duly sworn on the holy
evangelist of Almighty God deposeth & saith That he
heard William Keys say That he enroled himself as
a Cherokee emigrant for the Arkansas That he This
deponant went with said Keys a part of the way to
Arkansas. That he this deponant in the spring of twenty
nine saw at the house of said Keys in the Arkansas
where said Keys was then living with his family and
That this deponant saw said Keys receive his pay from
the [illegible] as an enroled emigrant

L 182

Papers relating to

Wills Keys Returned

No 7

Rejected.

This deponent further states That said Keys removed from This place claimed by him as a reserve in Jackson County Alabama and That said William Keys alluded to by This deponent as living in the Kansas is The same person alluded to in The foregoing depositions & further This deponent saith not

Sworn to & subscribed before me March 18th 1831

Joshua Manns

Jas Jarvis Price

J P

State of Alabama }
Cockaw County } ss. I Richard Blelaylow Clerk of The County Court for the said County of Cockaw and State aforesaid do Certify that Joshua Manns whose name appears subscribed to The above and foregoing Certificate is and was at The time of subscribing The same an acting Justice of The Peace in and for The said County of Cockaw duly Commissioned and qualified as such and That full faith and Credit is and shall be given to all his official acts as such

In testimony whereof I have hereunto set my hand and affixed my private seal There being no seal of office at office in Bellgrove This 24th day of March in The Year of our Lord one Thousand eight hundred and thirty one

Test R Blelaylow Clk C C

State of Alabama
Jackson County } In this first day of June in the
I Hardwick year of our Lord 1838 I Thomas
an acting justice of the peace in and for the
County and State aforesaid, have called and caused to come
before me Samuel Keys a citizen of said county, who being
first duly sworn upon the Holy Evangelick of Almighty
God deposeth and saith, That in the month of May
1818 William Keys who had formerly intermarried and
connected himself with a cherokee woman filed his claim
to a Reservation of 640 acres of land under the Treaties of 1817
& 1819 (between the united States State and cherokee Nation
of indians) on the waters of Mud creek, on the North
Side of Tennessee River, in the County and State afore
=said, That said William Keys moved to his Reservation
in the fall of 1819 expecting to settle upon it, but was
prevented from settling thereon by the intruders some ten
or fifteen in number who had embodied together with guns
waggon whips axes and other weapons threatening to inflict
personal Violence upon him if he attempted to build
upon his Reservation, said William being prevented as
aforesaid from settling his Reservation upon permitted
the aforesaid as Cabbin upon the Reservation of affiant
to shelter himself and family from the approaching
winter; Affiant states that the Reservation of William
Keys was surveyed in the month of December 1820
by R. Armstrong Surveyor, under the superintendance
of R. Houston Commissioner, and that a certain William
Rorex and a certain Gilbert Pool were the Survey
chain Carriers, Affiant states that he employed William
Rorex to go with William Keys to the cherokee agency

to see the agent Col. Meigs who sent to this intruders a
notice, notifying the intruders to abandon the Reservation
of affiant and the said William Rye by a certain day, which
said notice when read to them only enraged and their
anger, and they cursed the agent and swore he was nothing
but an old indian traitor and threatened beat and
abuse the said Reservor if they attempted in any
way to settle their Reservation. after which said
William Rye brought suits against the intruders upon
his Reservation for trespass and finally succeeded
in dispossessing them in the Circuit court of said
Jackson County, and had full and peaceable possession
of his said Reservation for the term of five or six years
when he moved to the south side of Tennessee River from fear
of personal abuse which was threatened against the said
William and his family as the intruders he had dispossessed
and their friends, had sworn that the said William and
affiant should never stay upon their Reservations in peace
nor should they enjoy them and they had heard as well
more off amongst the indians when they belonged and
Commenced deadening and destroying the timber telling
us that we should have to buy timber for keeping up our
fences — affiant states that he has resided adjoining and in
the neighborhood of the Reservation of said William
Rye and that he knows of his own knowledge that said William
never sold or disposed of his said Reservation or any part
thereof and that the said Reservation was taken up by
the occupants under an act of Congress providing for the
disposal of the public land in that part of Alabama
affiant further states that he is not acquainted
with the said Reservation of the said William

Keys and believes the same to be worth 2a or 3 dollars per acre in a state of nature Samuel Keys

Sworn to and subscribed
before me
Thos J Hardwick
Justice of the peace

State of Alabama
Jackson County. } I Thomas J Hardwick an acting
justice of the peace in and for the
County and State aforesaid do hereby certify that I am
am well acquainted with Samuel Keys whose signature
appears to the above and foregoing depositions this day taken
and subscribed before me and that he is entitled to the fullest
credit upon oath in a court of justice or elsewhere

Given under my hand and Seal 1st Jan 1838
Thos J Hardwick
Justice of the Peace

State of Alabama Jackson County
I Moses Sams Clerk of the
County Court in and for the County & State aforesa-
-id do hereby certify that Thomas J Hardwick
whose signature appears to the annexed Certificate
was at the time of signing the same and now is
an acting Justice of the peace & for the County
& State aforesaid duly commissioned and qualifi-
-ed as such that the above signatures purporting
to be his &c. genuine & his certificate in due
form of Law that full faith & Credit is
due and of right should be given to

all his official acts as such

In testimony whereof I have hereto set my name & affixed my private seal having no official seal of office done at office in the town of Bellefonte this 14th day of June in the year of A.D. 1838 & of the American Independence the 62nd

Mahlon Sims Clk C.C.

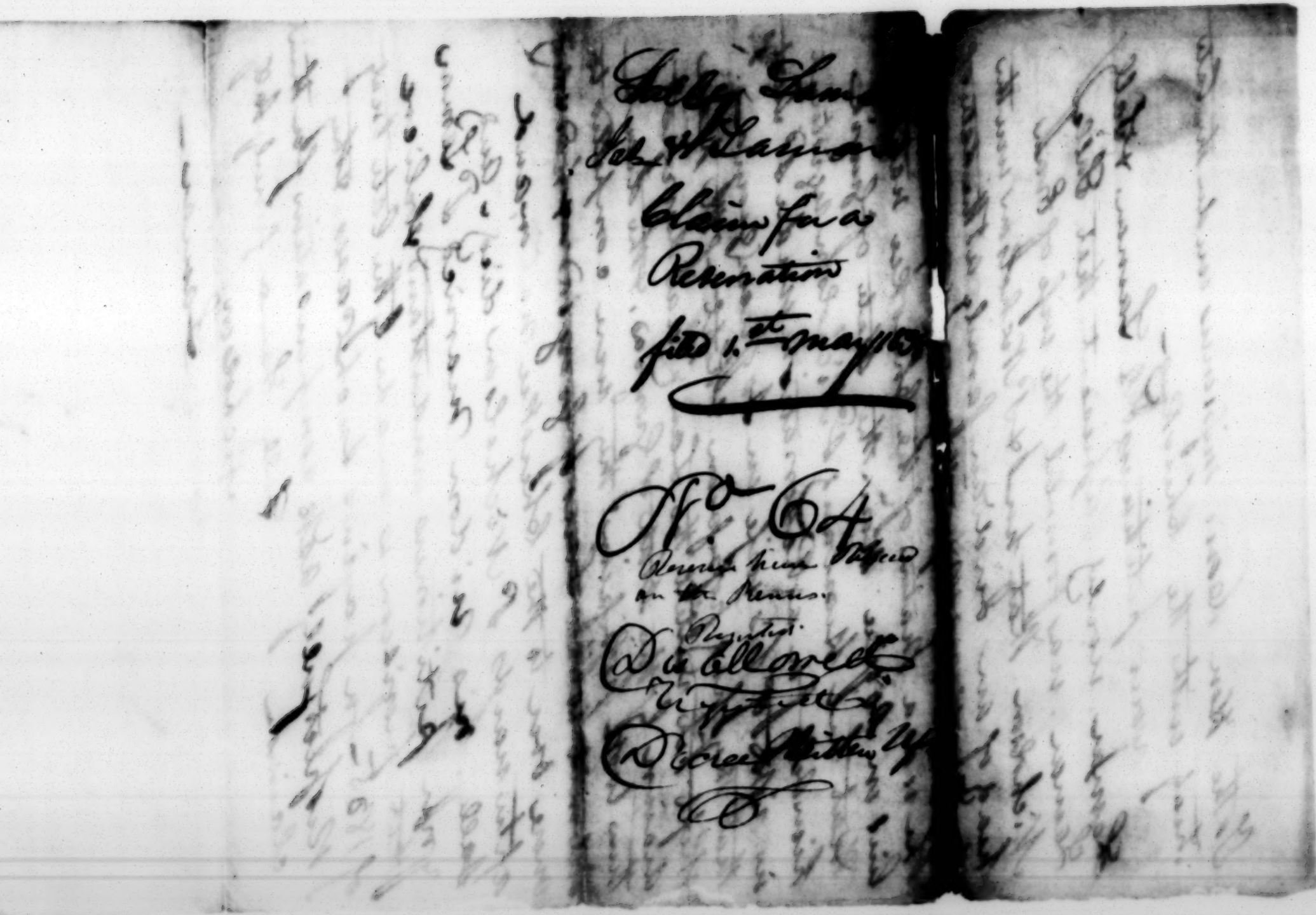
State of Alabama
Jackson County } I Thompson M. Peeler Judge of the County Court in and for said County do hereby certify that Mahlon Sims whose name is subscribed to the above and foregoing Certificate is and was at the time of signing the same Clerk of and said County Court of Jackson County aforesaid duly commissioned and qualified and that his signature is genuine and his signature in all forms of Law and that full faith and credit is and ought to be given to all his official acts or deeds given from under my hand and Seal this 14th day of June 1838

Thompson M. Peeler Seal
Judge of the County Court

Mahlon Sims Clerk
a remove
Filed July 1838

MAR, SALLY

#64



To the Hon Commissioners under the late
treaty with the Cherokees

Your petitioner Mrs Lamar. & Sally
Lamar. would Respectfully Represent. that Sally
Lamar. was formerly the wife of Orah
Nicholson. That her & S. Nicholson was the
head of an Indian family at the date of
the treaties of 1817 - 1819 - & [illegible]
he was a native of the Cherokee nation &
lived in Degree Now the state of Georgia
That her Husband & Nicholson registered
himself for a Reservation under 5th Treaty
in right of his wife in the State (Georgia)
that they had possession & Kept of the Place
& Kept it untill the Law & was driven &
driven by the State of Georgia. & the Country
then took possession! they were compelled to
submit to the Laws of Georgia & had this
more over to the Cherokee nation and
after wards S. Nicholson died. And
Sally. [redacted] don Married S. Lamar
your Petitioners understand & believe
that provision is made by the late treaty
of 1835 - for paying such cases. & they
Respectfully ask compensation for their
claims

Sally Lamar formerly Sally
Nicholson
& James Lamar

ley. John

#113

Reservation.

John Langley.

No 113.

Allowed

Affidavit of
Eamuun Duncan
James Landrum
& Rebecca Landrum
in favour of
John Langley's
Claim for a reserve
under the Treaty of 1817.

A

REPRODUCED AT THE NATIONAL ARCHIVES

James Landrum, Edmund Duncan & Rebecca
Landrum [redacted] upon oath, that they resided
in the neighborhood of John Langley at the
time said Langly resided on Little River in
what is now Hall County, in the State of
Georgia and recollect distinctly the time
when said Langly was dispossessed of his
reservation by the authorities of the state of
Georgia. This we think was in the year 1819.
& about two years after the treaty of 1817. It
was we think under the treaty of 1817 that
Langley enrolled his name for a reservation.
& made his selection of that reserve on the
waters of Chestatee or Chattahoochy River, as
the register of enrolment in the Cherokee agents
Office will show. From the time that Langley
location was made, he continued to reside or
held possession of it up to the year 1819. at which time
he was dispossessed by the authorities of the
State as above stated. Langley then moved
& settled in the limits of the Nation, & we
have never heard, nor neither do we believe,
that he has disposed of the title to said
reserve in any way or to any person within
our knowledge. Neither has he received com-
pensation from the Government for said reserve,
in fact we do not believe that it ever was
surveyed by any surveyor appointed for
that purpose

Sworn to & subscribed
before me this 18th Sept. 1837.
J. K. Rogers one of
the Committee

Edmund Duncan
James his + mark Landrum
Rebecca her + mark Landrum

John Langsley
Claim for a
reserve of 640 acres
under the Treaty 1817.

A.° 3.

Allowed

Decree written up

To the hon.ble the Commissioners.

The petition of Ishe Langley the head of a Indian family showeth unto your honours that under the 8th article of the treaty of 17 your petitioner registered his name in right of his Indian family for a reserve of 640 acres. Your petitioner was then residing on Little river the waters of the Chattahoochy in what is now Hall county & State of Georgia. This fact can be made to appear most fully from the register kept in the office of the Supt. C Removal showing the names & locations of those persons who registered their names for reserves under the 8th article of the afore mentioned treaty. Upon this location your petitioner then resided & had reside for some time previous, and continued to do so until your petitioner was forcibly dispossessed by the authorities of the State of Georgia. Which was in 1819. This was done too, in violation & solemn compact entered into between the U. States & the Cherokee nation, in which the U. States was pledged to defend & protect your petitioner in the right and peaceable possession of said reserve. The U. States failed to extend to your petitioner protection to the great injury of your petitioner. Your petitioner having made out of the

use

REPRODUCED AT THE NATIONAL ARCHIVES

of said reservation & its value also, Your petitioner is thereupon of opinion that as he was disposed in the manner before stated, & has not disposed of the title to said reserve in any way or manner, that the treaty of 1835 has made ample provision for the payment of said reserve

Your petitioner further states that he is the same John Langley, whose name is on the Register containing the names of reserves in the Office of the Supt. C Removals

Sworn to & subscribed
before me this 9. March 1838 John Langley

Sworn to & subscribed
this day & year aforesaid before
John Ramsey
Justice Com

Georgia } I Do Hereby Certyfy that
Forsyth County } John Langley had an improvement on one parke of Littleriver in ~~said~~ Now Hall County at the time the Treaty was Made in the year Eighteen and Seventeen betwene the United States and the Cherokee Nation and I have good Reasons to belive he was dispossess of his Land and improvement by the athority of of Georgia
Sworn to and Subscribe before Noah X Langley
mark
Me April 14 dy 1838
Robert Mooney J.I.C.

Lewis Blackburn being duly sworn, deposes and says that he was well acquainted with John Langley, and knew him when he lived on Little River. The the said witness further states that in connection with other Georgia Reservees. Langley was compelled by the laws of Georgia to move off his reservation, and had to find a home for himself & family elsewhere. He settled on Big Mile Creek, where he now resides. Said witness further states that he never heard of Langley's selling his reservation or any part thereof, or receiving any compensation for it whatever. Nor has restitution ever been made him for this dispossession.

his
Lewis X Blackburn
mark

Sworn to & subscribed
this 6th April 1838

Jesse Lockett
Commissr

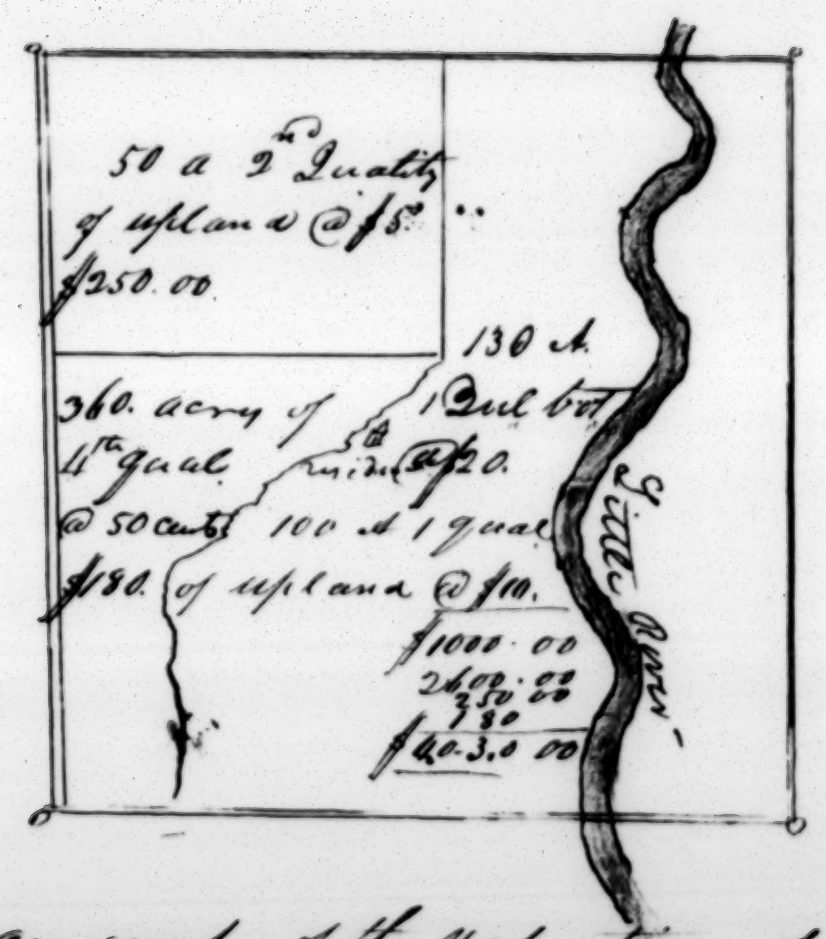
John Langley being duly sworn, deposeth and says that he lived on his reservation in Hall County up to Nov. 1820. at which time he was ejected from possession by the authorities of Georgia that the improvements for which he was paid in 1832, were not on his reservation, but were on the place to which he removed, within the limits of the Cherokee Nation. Deponent further swears that his reservation was in the territory ceded by the Treaty of '17 & '19.

Sworn to & subscribed
before me, May 11: 1838
Jh W Wilson one of
the Commrs

John Langley

February— 1839

John Langley's Reservation on Tilla Rivr Hall County Georgia



The amount of the Valuation of the above Reservation of 640 acres $4030.00

Given under our hands this 25th day of February 1839

James A Hair
Dillard Love
Valuing Agents

John Langley
Reservation
Hall Cty Ga

Claim of John Langley for compensation for a
Reservation taken by him in right of his wife under the
the provisions of the Treaty of 1817 once located on Territory
surrendered to the United States by the Treaty of 1819

In this Case it appears that John Langley
Was in right of his wife, She being a native Cherokee woman
registered his name in office of the U. States agent for the Cherokees
for a reservation & once located the same on the Waters of
Chestatee River now in the County of Hall & once State of ~~Georgia~~
~~Creek~~ in the Territory ~~Country~~ surrendered by the Cherokee nation
to the United States by the Treaty of 1819 which registration
appears to have been made on the 18th day of July 1819

It further appears from the testimony of
Edmund Duncan, Nancy Landrum, Rebecca Landrum
& Deborah Langley, that the said John Langley resided on the
~~the~~ an improvement upon which his reservation was located
at the date of the Treaty of 1817 and continued to reside
thereon until 1819 or 1820 and until after the State of
Georgia by an Act of the Legislature thereof authorised
the ~~Sale~~ Lotts disposition of the lands acquired from the
Cherokee nation by the Treaty of ~~1817~~ 1819 and that
said Langley was dispossessed of his reservation by operation
of said Act, and that said Langley to their knowledge
and belief never sold or otherwise disposed of his right
to said Reservation or any part thereof.

It therefore appears from the records of this
Registration of the said John Langley that he was at
the date thereof the head of an Indian family, which
fact is also known to the Commissioners, that he
had a right to take a reservation under the provisions
of the Treaty of 1817 and to locate it where he did, and
that he continued to reside thereon in compliance with
the stipulations of the Treaty under which he took his
reservation until expelled therefrom by operation of the
laws of Georgia. And upon reference to the laws of

Georgia for the survey and disposition of all the lands
acquired from the Cherokees and lying within the limits
of the State and upon which the said Longly had located his
Reservation. It appears that the Reservation taken by said
Longly, nor no other Reservations taken under the said
Treaty, or that of 1819 was exempted from sale & survey
and that said Law of Georgia stripped Records of the
rights of all persons claiming under the provisions of
the said Treaty, and in denial and Revocation thereof

The Commissioners on the part of Union the
said John Longly was compelled to abandon
his Reservation by the laws of the State of Georgia
and that he is entitled to compensation therefor
Under the provisions of the 13th Article of the Treaty
of 1835. And We award to him the said Longly
the sum of dollars the
same have been by D. Low and James A Hair
agents appointed for that purpose ascertained to be
the value thereof as unimproved Lands

Seven

Little Betty

#114

Reservation.

Little Betty

No. 114.

Allowed

A. Miller

affidavit

Lynn Bolton &

Little Polly,

Case

Georgia } Personally appeared before
Habersham County } me an acting Justice of
Said County Andrew Miller
formerly a Resident of Rabun County Georgia
who being Sworn Saith That he was well
acquainted with "Sour John" on the Tessentee
River and "Little Betty" on Betty's Creek
in Rabun County whom he is informed
are now claiming pay for Reservations
under the treaties of 1817 and 1819
between the united States and The Cherokee
Nation of Indians and that he believes
identity that Sour John never took a Reservation
and if he did he never resided Thereon
And further that he is certain that
Little Betty never took a Reservation
as he was acquainted with her for
30 years.

Sworn to and Subscribed
before me This 8th day of January
1839.

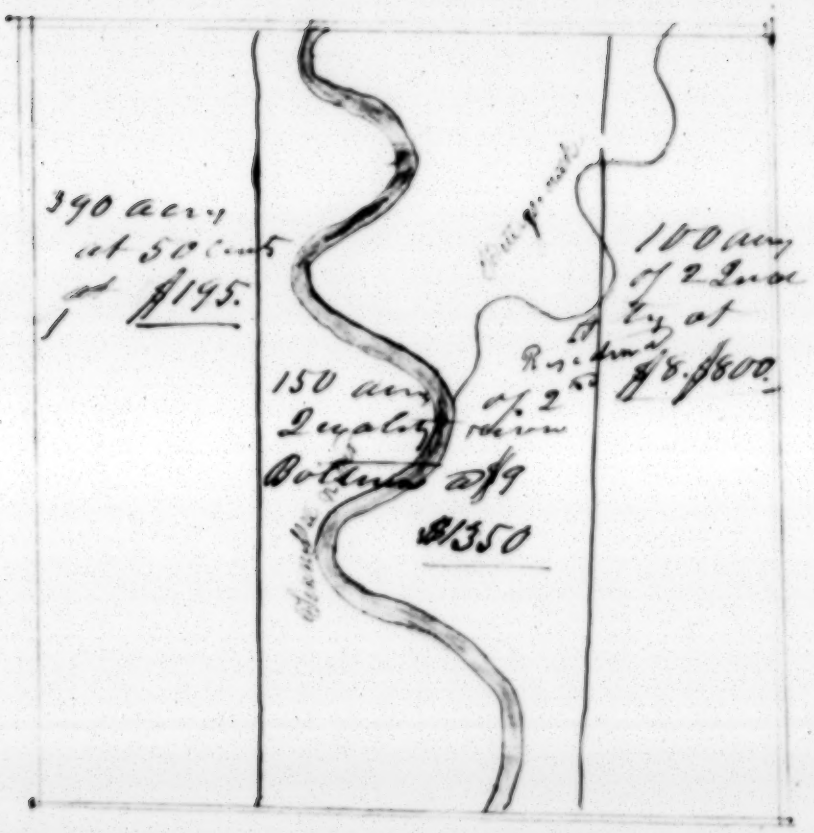
G. F. Hodgins J.P.

Andrew Miller

- Bellys = observation

Little Bells reservation

On Tesnuska river Rabun County Georgia

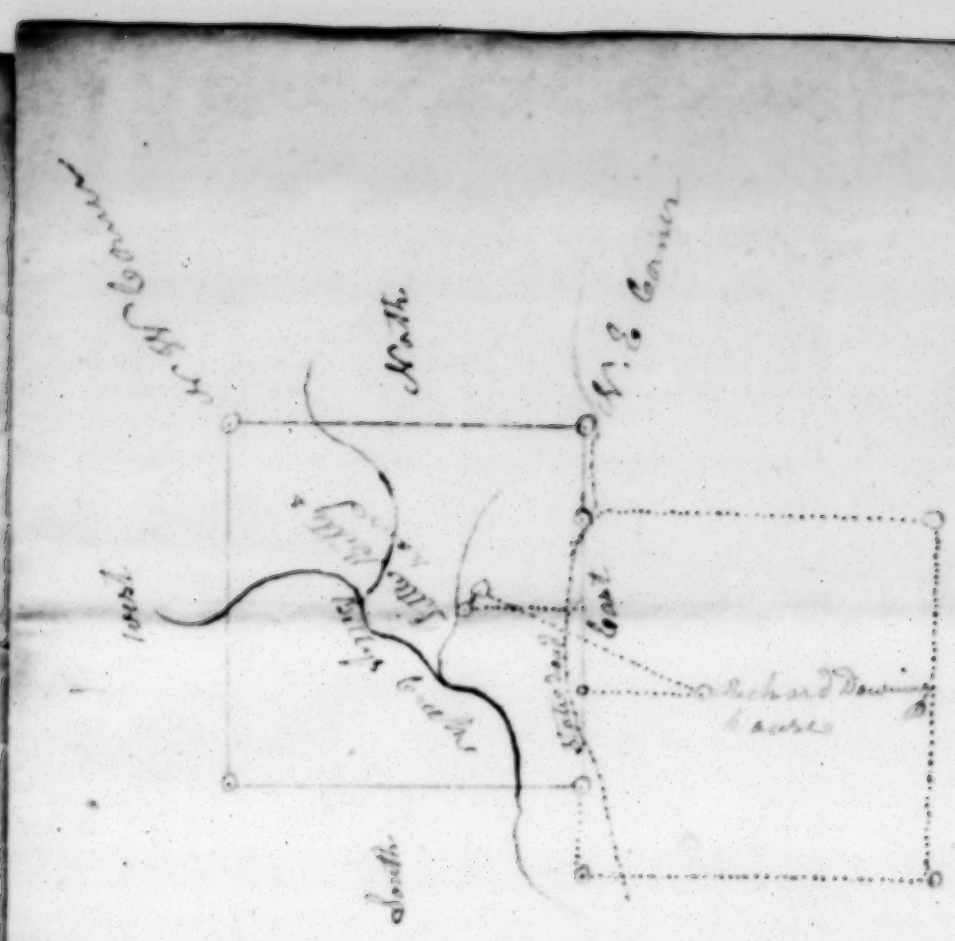


The amount of the Valuation of the Reservation of 648 acres $2345.00

Given under our hands this 25th July 1839

James A Hair
Dillard Lowe
Valuing Agents

Little Betty
Reservation
Evidence



The above is a Correct Presentation of a Survey made by me to Little Betty a Cherokee woman as a reservation Commencing at where her Dwelling House Stoods in the year 1819 and Running East 52 poles to a Line Equally Distant from the Houses of Richards Downing & Thence South with the Line of Downings Reservation 160 Poles to a pines then west 320 poles to a Beach Tree in Andrew Sultons field Thence North 320 poles to Stakes Thence East 320 poles to a Stakes on the State Road Near Egs. Dillards Thence South 20 Poles to the N. west Corner of R Downings Reservation Thence South with the western Boundery of Said Reservation 20 poles to the Biginng having Such Lains and marks as are Represented by the above plat. The Plat marked by Dotted Lines Represents the Reservations of Richard Downing on the Tennessee River near the Head of a place Called Eastitoe on the State Road between Clayton Georgia in Rabun County and Franklin N.C. I have been well acquainted with the Land Included in the foregoing Survey Since 1834 and Consider it worth Fifteen Hundred or Two Thousand Dollars November 16th 1838

Obadiah Fulkerson C.S. Surveyor

R 6

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Georgia } The day personally came Thomas Hall
Gwinnett County } before me O Jackson acting Justice
of the Inferior Court for said County and made oath in due
form of law that he considers the foregoing Reserve
of Little Betty is worth fifteen hundred dollars
therein and that he was induced to enter
upon said Reserve since the year 1821
by the Governor &c

O Jackson J I C

Georgia } The day personally came Thomas
Gwinnett County } Hall before me O Jackson
one of the Justices of the Inferior Court
and made oath in due form of law that he was
induced to enter upon Little Betty Reserve
that lies in Gwinnett County
between the Chattahoochee River and
Suwanee Creek that he was induced
to enter upon said Reserve by the
hope of bettering his condition and that
he verily believed that he could make
a support for his family on said Reserve
by cultivating the land and that
he believed that he had a right to
settle on the Cherokee lands
by virtue of the Treaty of 1821
and that he was induced to settle
on said Reserve from the belief
that the Cherokee Indians had
abandoned the same and that
he did not believe that they
intended to return to live on
the same any more and that
he settled on said Reserve
in the year 1822 and that
he has resided on said Reserve
ever since and that he has
made valuable improvements
thereon and that he has
cultivated a part of the land
every year since he settled
on said Reserve and that
he has raised a support
for his family on said Reserve
every year since he settled
on said Reserve and that
he has never abandoned
said Reserve and that he
has no other home or
residence and that he
has no other means of
support for his family
except the land on
said Reserve and that
he has never received
any compensation for
any improvements
made on said Reserve
and that he has never
sold any improvements
made on said Reserve
and that he has never
received any compensation
for

The Grace for said County Babarett and Sayeth that
he Resided neare said Reserve since the yeare
1822 and personally believes said Tract to be worth
Twelve hundred Dollars Sworn to and Subscribed to
of November 1838 before me William Gillespie
O J Dickerson J C

Bayburn County
State of Georgia } This day came before me
Came before me O. L. Dickerson an
acting Justice of the peace for said
County and made oath that he was acquainted
with Lillie Billy a Cherokee woman an head
of Indian family who he understands
Entered a Reserve near A Dawings, She was
Moved when affiant Came to the Settlement
1822 and affiant was Informed that
She had left her Reserve from fear of
The whites and Does not believe She
Voluntarily abandoned it he is well
acquainted with the Lands and believes the
Reserve as laid out to be worth about
Fifteen Hundred Dollars Sworn to and
Subscribed before me November 20th 1838
O L Dickerson J C

John B Moore

Georgia
Berrien County

I Daniel Bleckley Clerk of the Inferior Court of said County do hereby certify that Obediah L. Lee whose name appears to the above and foregoing certificate was at the time and now is one of the Justices of the Peace in and for said County duly elected qualified and commissioned according to law

Georgia
Berrien County

I Justices of the Inferior Court of said County do hereby certify that Obediah L. Lee whose name appears to the above and foregoing certificate was at the time and now is one of the Justices of the Peace in and for said County duly elected qualified and commissioned according to law

Little Betty's petition
for Freedom in Gen.
Court

No 72

Allowed

Decree Written up.

Rose Hallett

State of North Carolina } To the Honorable Commissioners for settling
Macon County } Claims under the Treaties made between
the Cherokee nation and the United States. Little Betty
respectfully Petitions and Memorializes your Honors that She
thinks and is advised and believes she is entitled to pay
for a certain reservation under the following circum-
stances (to wit) that in the year 1817 & 1819 She Little
Betty a Betsy living the head of a Cherokee Indian Family resi-
ding on the Cohee Territory entered her name for a
reservation lying on Betty's Creek a waters of Tennessee
River in what is now the State of Georgia, that said
Entry was made according to existing treaties in the
office of the Indian Agent at Reduction & stands as recorded
in the books of said office. that She and her family
were at the time & for 12 months before the time
residing on the said reservation and continued so
to reside thereon until the latter part of the
Summer of 1820 — that before She was forced
out of her possession of said Reservation the white
population had taken possession of the County
generally the State had run out her reservation
and some of the whites had actually taken
possession of the fields and several of the
houses of your petitioner and the whites treated
the reserves as though they had a title to the reserva-
tions taken under the treaties of 1817 & 1819.
and the whites by force violence and threats took
possession of the Indian reservations generally, In con-
sequence of which She was afraid and did not leave
her possession willingly but through fear both of
person and property. Your Petitioner further States She
has not sold or conveyed or received payment for her reserva-
tion or any part thereof and that She is now entitled
to the same as she is advised and believes. Your
petitioner therefore prays that after your honors consi-
der the premises you adjudge her to be paid for
the same such sum of money She may be entitled

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to under existing treaties. &c. and as in duty bound your petitioner will ever pray. &c.

Little Betty Swears that the Contents of the above petition which She States to be of her own knowledge She knows to be True and those facts not Stated to be of her own knowledge She knows to be true.

her
Little × Betty
mark.

George Blair Interpreter Sworn that he faithfully explained to Little Betty the contents of the above petition and affedavit and that he thinks She fully understood both the Contents of the same and the obligation of the oath administered to her

George Blair

I Samuel Saunders do hereby certify that the above affedavits of Little Betty and George Blair were duly Sworn to before me in testimony whereof I have hereunto Set my hand and Seal as justice of the peace for the County of Macon State of South Carolina this 9th March 1838

Sam'l Saunders J.P.s.

State of North Carolina }
Macon County } Know all men by these presents that I
Dick Downing a native Cherokee Indian did enroll my
name and took a reservation of land in what is now
~~Rabourn Cty Ga or Alabama~~ under the treaties of 1817 and
1819 between the United States & the Cherokee Nation
and have this day constituted & by these presents do constitute
my true and lawful attorney in fact
for me and in my name to prosecute my claim for said
reservation before the Commissioners of the United States
for settling claims between the United States & the Cherokees
to final adjudication, Warrants or certificates to
receive on such judgments & present for payment
to the proper disbursing officer of the United States
or them to receive the same & receipt for a, I could
do were I personally present one or more attorneys
in fact or at Law to appoint under him as he may
think proper This power to be irrevocable so long
as he may act in good faith in the premises In
testimony whereof I have this 9th March 1838
hereunto set my hand and seal.

Seal

Location Book
A Record of
Cherokee Reservations

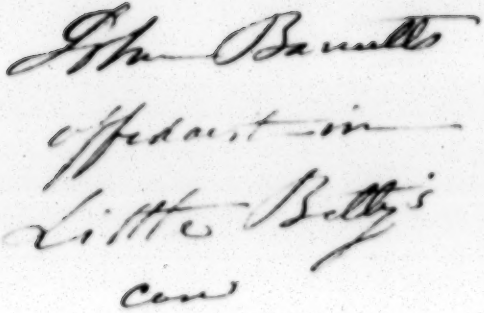
State of North Carolina } Jonathan Blythe the maker of the
Macon County } within will acquainted with
Betty or Betty when She was the head of a Cherokee
Indian Family residing on Betty creek a water of
the waters of the Tennessee River in what is now the
State of Georgia that She lived on the place where
She took her reservation for some years before the
making of the Treaty of 1819. and up to the
first of January 1820 that She continued in possession
of the same from that time until the
Whites forced her out of her possessions that She
has been always Claiming pay for her reservation
and has not sold and further Conveyed her
reservation or sold pay for the same as
he verily believes for if She had received payment
for the same he would have heard of it

he swears that the several matters and
things which he has above stated to be of
his own knowledge he knows to be true
and those not stated to be of his own
knowledge he believes to be true

Sworn to before me this
14th March 1838. — Jonathan Blythe

I Saml Saunders a Justice of the Peace for said
County of Macon North Carolina do Certify that Jonathan
Blythe whose name appears to the affidavit was duly
sworn and declared him what on oath he made under
my hand and seal this 14th day of March 1838 —

Saml Saunders J.P. (seal)



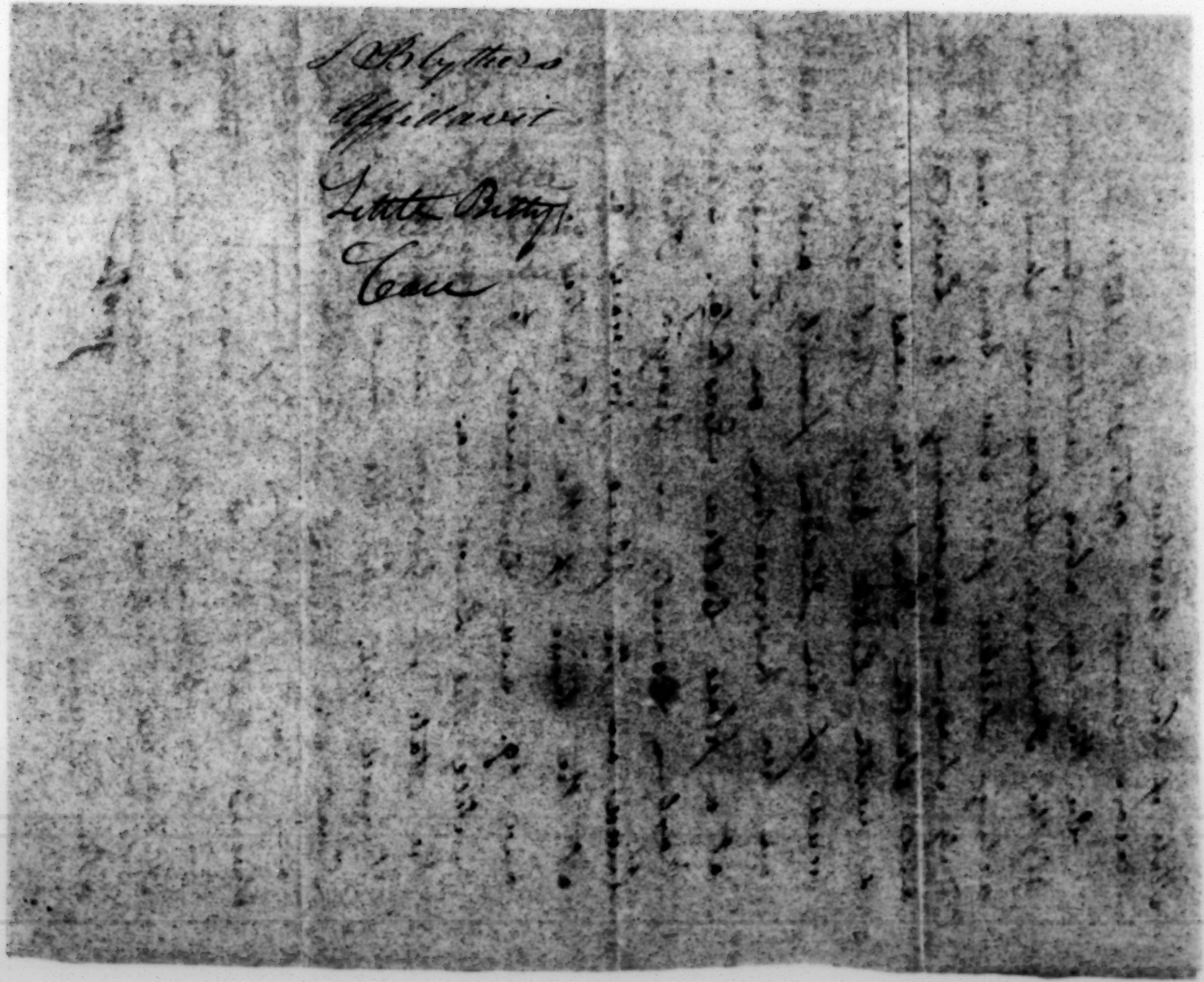
State of North Carolina
Macon County

John Barnett
saith that in
about the year 1820 or 1821 in the Spring of the
year he moved into Little Bettys house on the
Head waters of Tennessee River on Bettys Creek
in what is now the State of Georgia. Shortly
after which Betty went off of her place
She staid from the time he John Barnett went
into her house in a small house within 20
yards of the house he went into. The whites at
that time had taken possession of most of
the Indian Reservations and the Indians
moved off.

his
John + Barnett
mark

I Samuel Saunders a Justice of the peace
for Macon County hereby certify that John
Barnett duly sworn to the above
affidavit, before me that said Barnett is
of good reputation and that full faith and
credit ought to be given to him when
on oath In testimony whereof I have unto
Set my hand and Seal. this 15th March 1838

Saml Saunders J.P. Seal



State of North Carolina
Macon County - Oct. 31st 1838. —

On the day above written Come Jonathan Blythe Personally before me Samuel Sanders acting Justice for said County, and being Duly Sworn according to Law, Deposeth and Saith, That he was well acquainted with Little Betty, That she was the head of an Indian family, and lived on her Reservation on Tennessee River at a place called Eastatoy. Now in Rayburn County, in Georgia. That she lived on the place previous to and at the time of the Treaties of 1817. and 19. and continued to live on it, untill the Land was disposed of by the State of Georgia when she was turned off. by the Laws of the State. That she never sold the same or any part thereof, Deponent further sweare that he is in nowise interested in her Claim whatever. Sworn to and Subscribed before me, Date above.

Jonathan Blyth

Last
Saml Saunders JP

Evidence in Thos. Doyle Papers
Claims

Athens Tennessee } This day personally came Gideon J. Morris of Macon County Ts
before me Thomas M. Wilson a J. Con. Mc after being sworn
deposeth and saith he was acquainted with Betsey a Widow Cherokee who
enrolled herself for a reservation in the year 1819 under the provisions of the
Treaty of 1817 which was located in about a mile of the plain where
the town of Franklin (in Macon Ts) is now situated she was at that time
the head of a Cherokee family and from the year 1815 had resided, with her family
improvement where her reservation was taken. in the ~~year~~ year ~~Commencing~~
1820 her reservation was surveyed and sold by ~~the~~ Commissioners (Macon
& Franklin) acting on the part of the State of North Carolina and Rutland
and Siler (as well as deponent) became the purchasers and her residence
was again purchased from Rutland by one James Frost said Widow contin-
ued with her family

N.° 307.

Betty. a little Betty

at Eas, &c. &c.

Nash Rec 30

Sept 6th 1819	Betsey (a widow)	18	Place of Residence at Chesterton	

Office of Ch Rem[r]

22 March 1838

I Certify that the above is a true Copy of the entry of Betsey (a widow), a life estate Reserver, as it is registered in the Book of life estate Reservations kept in this office.

for Gen[l] Nath[l] Smith
Sup[t] Ch Rem[r]
[illegible]

Brief
with Bills
Cash —

Brief - Sally Betty of Estatoy Ga.
Reservation Claim -
The petition alleges that Claimant being the head of a Cherokee family and residing on the territory ceded by the treaty of 1819 agreeland for a reservation on Betty's Creek (alias Estatoy) the waters of Ocu. river in the State of Ga. - That she was at the time of the registry & for 12 months afterwards residing on her reservation, and until the latter part of 1820. - That the state run off her reservation regardless of her right under the treaty - The white people took possession of some her fields and she was intermeddled by treaty force & against her possession - She never sold or conveyed it. Prays Compensation. - Petition sworn to -
Certificate of Registry shows that she entered on the 6. of Sept 1819. at the place of her residence on Estatoy Ga.
Jonathan Betty proves he was acquainted with Claimant. That she was the head of an indian family. That she resided on her reservation on Betty's Creek Ga. many years before the treaty of 1819 and up to the date of the treaty and so.

til she was forced out of possessions by the white people. That she has never since heard Claiming pay for her services, - never heard of her receiving any.

John Barnett. Says, that about the years 1820 or 1821 he moved into Claimants house on Bully's Creek, Head waters of Grande river Ga. - that she shortly afterwards died off - she died for some time after he took possession of her house in 20 yards of the other house and until the whites had taken possession of most of the reservations.

The only question in this case is whether Claimant removed voluntarily. The statements of Petitioner Confirmed by the witness of Blythe and Barnett abundantly prove that her removal was not voluntary but Compulsory - and that she re-

moved with the Military

Claim of Little Betty (a widow) for compensation for a reservation taken by her under the Treaty of 1819

In this case it appears that Little Betty did on or about the 6th day of September 1819 register her name as the head of an Indian family (18 in number) for a reservation and located the same at her residence in Easterby, which was situate on the Territory ceded by the Treaty of 1819 and now in the County of Rabun and State Georgia and from the testimony of John Barnett, Jonathan Blyth and others it appears, that the claimant continued to reside thereon agreeably to the stipulation of the Treaty under which she took her Reservation, until after the State of Georgia by an Act of the Legislature thereof authorized the Survey and disposition of all the lands acquired from the Cherokees by the said Treaty and until the white people under that Act took possession of her houses and improvements, when she reluctantly submitted and for fear of threatened violence removed from the premises

It is therefore the opinion of the Commissioners that Little Betty the Claimant had a right to take a Reservation under the Treaty of 1819 and to locate it where she did, and from the testimony she was endeavouring to comply with the stipulation of the Treaty under which she took her reservation by continuing her residence thereon and rearing her family among a civilized people and that by the interference

REPRODUCED AT THE NATIONAL ARCHIVES

of the State of Georgia in passing an act for the Survey and disposition of the Lands reserved by her under Treaty Stipulations, and in General and Unqualified Relinquishment of her Rights as a Reserve and thereby Authorizing and enabling them to settle of her Citizens, to whom she has disposed of it, to take possession of the Same regardless of her said Rights. That the Claimant Little Billy was by the Laws of the State of Georgia compelled to abandon the Reservation taken by her and is thereby entitled to compensation therefor agreeably to the provisions of the 13th Article of the Treaty of 1835

And Be it ordered and Decreed that the Claim be allowed

And Whereas the value of the said Reservation as unimproved Lands has been ascertained by D. Love and James A. Hair agents appointed for that purpose to be the Sum of

It is further ordered and Decreed that the said Claimant Little Billy is entitled to receive from the Govt of the U. States the said Sum of Money as Compensation for her Reservation

Yours
Little Buddy

...CL, ALEXANDER

#105

37-

Reservation

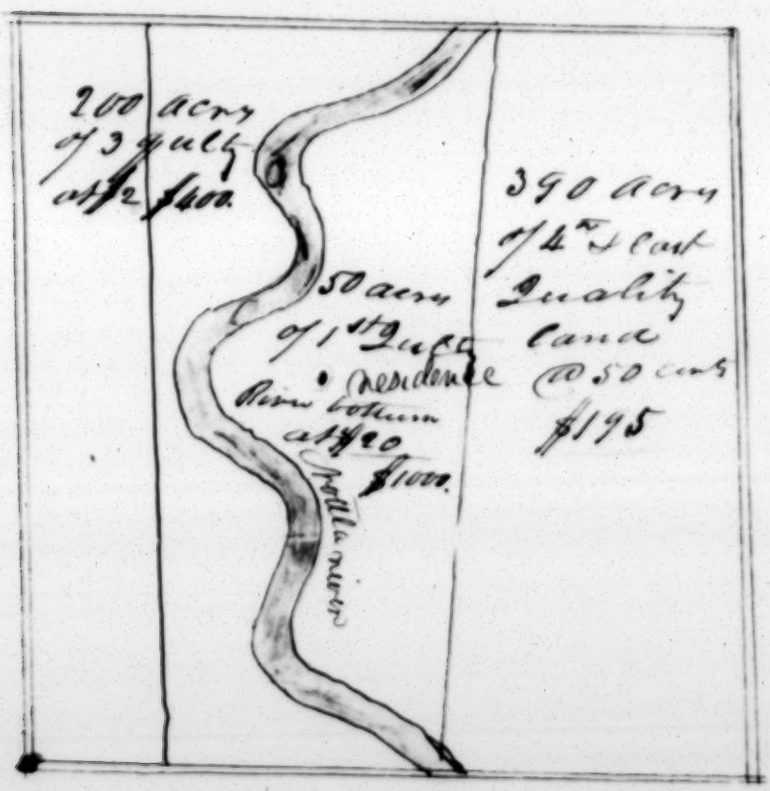
Heirs of McDaniel

No 105

Allowed

February 1839.

Alex Ander McDaniels reservation on the West side of Notla river Cherokee County North Carolina,



The amount of the Valuation of the Reservation of 640 acres $1595.00
Given under our hands this 25th day of Feby 1839.

James A. Hair } Valuing agents
Dillard Lowe }

Heirs of Alexander McDaniel,

Deserv'd alien

Claim of Alexander McDaniel for a reservation taken by him under the provisions of the Treaty of 1817 and located upon the Territory surrendered to the United States by the Treaty of 1835 –

It is thus clearly appears that Alexander McDaniel a native Cherokee did at the head of an Indian family register his name in the office of the U. States agent for the Cherokees on the 18th day of May 1818 and locate the seat of his residence in Valley River in the Territory surrendered by the Cherokee nation East to the U. States by the Treaty of 1835 & 6 and now within the Chartered limits of the State of N Carolina

It further appears from the testimony of William Boling, Charles Wood, Richard Hewen and Dillard Low that the Alexander McDaniel was the head of an Indian family at the date of his registration and that he have an improvement at the place where he located his reservation upon which he and his family at the time resided and that he and family continued to reside thereon until the year 1834 when he enrolled himself and family for emigration to the Arkansas under the following specific stipulations entered into with the U. States agent for the Cherokees viz That he should be entitled to an equal proportion of all annuities & other interests

REPRODUCED AT THE NATIONAL ARCHIVES

arising from former or future treaty or treaties
that have or may be concluded between the Govt
of the U States and Cherokees the tribe East of the
Mississippi including the proceeds of the School re-
servation under the Treaty of 1819. placing him
on equal footing with those of his brethren that
have already gone as well as those who may remain
This agreement appears from the records in the
office of U States agent for the Cherokees to have been
drawn up in the month of July 1833 and signed
by the various emigrants who at different times
thereafter enrolled for emigration

It appears therefore that Alexander McDaniel
was the head of an indian family at the time
he registered his name for a reservation, that
he then had an improvement whereon his reservation
was located and with his family was residing
thereon, and continued to do so until the year
1834 when he enrolled and emigrated to Ar-
kansas after having signed the agreement above
alluded to- The commissioners are of opinion
That Alexander McDaniel had a right to take
a reservation and locate it where he did, agree-
ably to the provisions of the Treaty under which
he took his reservation, and as the provisions of
the fifteenth Article of the Treaty of 1835 & acknow-
ledges the right of such Cherokees who enrolled and
emigrated after the month of June 1833 to ac-

the benefits of the final Treaty, agreably to the the terms of their enrolment, thereby distinctly referring to the terms of the enrolment of Alexander McDaniel and the emigrants, That the said Alexander McDaniel did not relinquish any right that he might have had under the provisions of the Treaty of 1835-6 had he continued his residence East of the Mississippi until the consummation of the said Treaty - And That the said Alexander McDaniel is equally entitled to compensation for his Reservation with them, who remained East

It is therefore adjudged that the said Claim be allowed

Power of Atty
Children of Mr Hunt
To
A. J. Hunt

State of Arkansas

Know all men by these presents that we — Alexandre McDaniel and Daniel McDaniel and Moses McDaniel - John McDaniel & Alsey Raper -

of the Cherokee Nation west of the Mississippi and in the Chartered limits of Washington County and State aforesaid do hereby nominate and appoint Robert Tunnell of the County of Hamilton and State of Tennessee our agent and Attorney in fact for us and in our name to establish our Claims to the reservation our father Alexander - McDaniel deceased took at old Fort Gibson under the treaties of 1817, 1818. or 1819 With the Cherokee Indians and to do all and every thing we could do were we present and we hereby authorize and empower said Attorney to appoint another Attorney if he thinks proper With the same powers he has and we hereby authorize our said Attorney or Attorneys to ask demand receive and receipt for all monies due and coming to us the heirs at law of the said Alex McDaniel dec'd for said claim from or under the Treaty of May 1836 and we hereby authorize him or them to retain out of said all costs Counsel fees and we hereby revoke all former powers of Attorneys and Make this our only Irrevocable power of Attorney as Witness our hands and Seals this 18th day of February 1837

Test
R. J. Tunnell
D. Ross

his
Alexandre X McDaniel Seal
mark
his
Daniel X McDaniel Seal
mark
his
Moses X McDaniel Seal
mark
his
John X McDaniel
mark
his
Alsey X Raper
mark

Brief in the Case of Mc Daniels heirs

Alexander Mc Daniel the life estate reserved. agreeable to the stipulations of his enrollment registered his name for a reservation as required by the stipulations of the treaty of 1817. It is proved by the depositions of Charles Ward. Richard Hanson. William Boling. and Dillard Lord. that said reserver was at the date of his registration the head of a Cherokee family. and resided on the place his reservation was located and continued to reside thereon until the year 1833 or 34 when he enrolled for emigration under a Contract made between the agent of the United States and Chiefs and Warriors of the Cherokee nation bearing date 16th July 1833 (see Book of emigration page

The enrollment of said reserve on page 330 by which Contract he was entitled to all the benefits resulting from a final treaty with the Cherokees east and by conforming to the policy of the Government was to be placed in the same situation as if he had remained on his reservation. This Contract is recognized as being in force by the 15th article of the treaty of 1835 "And such Cherokees as had removed west since June 1833 who are entitled by the terms of their enrollment and removal, to all the benefits resulting from the final treaty between the United States and the Cherokees east ... By the 13th article of said treaty provision is made that a grant shall issue to the petitioners as heirs of the life estate reserved "to all persons who were entitled to reservations under the treaty of 1817, and who as far as practicable in the opinion of the Commissioners have complied with the stipulations of said treaty although by the treaty of 1819 such reservations were included in the unceded lands belonging to the Cherokee nation, and hereby confirmed to them, and they shall be entitled to receive a grant for the same. but by the 8th article of the supplement to said treaty a fund is provided to compensate the petitioners for their reservation to be in lieu of the few temples till there to. The only question that seems to arise in the case is have the life estate reserve and his heirs as far as practicable complied with the stipulations of the treaty of 1817. which by the treaty of 1835 you are made the judge of is respectfully submitted

Jr. H. J.

19-

Brief in the case

of Mrs Daniels heirs

Date	No. of Reservation	Name	No. in Family	Evidence
May 15, 1818	10	Hep. St Daniel	11	Settlee,

Off Supt Ch Rivers
March 27 1838

I certify that the above is a true Copy of the entry of Hep. St Daniel a life interest Reserve as it is Registered in the Book of Life Estate Reservations kept in this Office.

Do
Genl Mathe Smith
Supt Ch Rivers
R. Stuart

21—

Alexander Mc Daniels.

Certificate of medical
for a discharge

Petition of the heirs of Alexander McDaniel &c

To the Hon the Commissioners
acting under the Cherokee Treaty of 29th Dec 1835

The undersigned respectfully represent that they are the heirs of Alexander McDaniel (deceased) who on the 18th of May 1818 enrolled himself for a Reservation under the provisions of the 8th Article of the Cherokee Treaty of 1817. He was at that time the head of a Cherokee family eleven in number residing in the Cherokee nation East on Hiwassee river as represented by a certified copy of his registration recorded among said registration was located on the lands reserved to the Cherokee Nation by the Treaty of 1817. Said Alexander McDaniel the farther of your petitioners continued with his family to reside there on until after the articles of agreement was entered into between Hugh Montgomery Indian agent on behalf of the United States and the Chiefs and Warriors of the Cherokee Nation in pursuance of instructions from the War Department which contained the following provisions "They shall receive before their departure their proportion of the annual annuity due under former Treaties also their equal proportions of all annuities or other interests arising from former or future Treaty or Treaties that have or may be concluded between the government of the United States & their tribe East of the Mississippi including their proceeds of the school reservation under the Treaty of 1817 placing them on an equal footing with those of their brethren who have already gone as well as those who may remain" Alexander McDaniel under and family under the following particulars to number 22 having full confidence in the government of the United States and that the above agreement would be complied with agreeable to the intention of the parties And that he would be placed in the same situation by emigrating that he would be in by remaining on his reservation removed to the Arkansaw Country with which on account of sickness he became dissatisfied and started back to the

State of Tennessee
Hamilton County } Know all men by these
presents that I Robert Tunnell of the County
and State aforesaid, do hereby constitute and
appoint my friend William H Thomas of
Haywood County North Carolina. My agent and
Attorney in fact for me and in my name to
ask demand receive of the Commissioners of
Indian affairs or any other properly authorized
person or persons. all the Moneys that may
be due and coming to Alexander McDaniel
Daniel McDaniel Mason McDaniel Lorin McDaniel
and Alsey Raper heirs at Law of Alexander McDon-
iel deceased for a Reservation that the said Alx-
McDaniel died took under the treaty of 1817 & 1819
at old Rotely Town and I hereby authorize my
said Attorney to receipt for the same. in as full
and ample a Manner as I could do were I pres-
ent at the doing of the same. by virtue of a Power
of Attorney given to me by the above named heirs
dated 16th Feb 1837 - And I hereby ratify and
confirm whatsoever my said Attorney may do
touching the premises. Witness my hand
and seal -

22nd February 1837 Robert Tunnell (Seal)
In presence of
A. J. Tunnell

State of Tennessee } Personally appeared before me
Bradley County } John H Roberts Clerk of the
County Court for the County of Bradley and
State aforesaid Stokely J Tunnell a subscribing
witness to the within power of Attorney who being
first sworn deposeth and say that he is acquainted
with Robert Tunnell the burgainor and that
he saw said Robert Tunnell sign the within
for the purposes therein contained bearing
date the 23rd Day of February 1839

Given under My hand and seal of office
at office in Cleveland the 25th. February 1839

John H Roberts Clerk
By his Deputy, Euclid Waterhouse

Power of Attorney
Robt. Tunnell
To
Wm H Thomas

Washington City
July 6. 1840.

Hon J. Harvey Crawford
Commissioner of Indian Affairs

Sir

I herewith submit my claims against the heirs of Alexander McDaniel for procuring evidence and attending to their claims before the board of Cherokee Commissioners

The amount awarded in this case — $1595.00
20 per cent due me thereon agreeably to what has been paid others for the same services — $319.00

The powers of attorney on file in your office prove the Report when I was employed by the heirs East and I herewith submitted that I was employed by the heirs west through their attorney in fact Hobbs S. Sunnell, who as power of attorney accompanys the deed. — The record shows the claims was filed by me. The argument and evidence filed in it was in my hand wrote. Should you be of Opinion that the distribution of the money awarded Can under the decision be made among all the heirs the following and the names of those not mentioned in the Commissioners book. Alexander McDaniel, Daniel McDaniel, Mary McDaniel

John McDaniel Abey Roper. Levy Mantee of
Selby Mantee (sons of Elisha Mantee)

Very respectfully

25—

Richard Wenson's

Deposition

In the case of Alexander dec'd.
Daniels heirs

Athens Tennessee } This day personally came Richard Hinson of Macon County Mo
before me Thomas. W. Wilson a J Cons who after being sworn deposeth
and saith he was acquainted with Alexander McDaniel a Cherokee from his ear-
liest recollection. Said McDaniel was the head of a Cherokee family and with
them moved to Mobile river within the Cherokee Nation included in the limits of
Ark and settled a place now occupied by Amos Brown in the year 1816 or
1817 He with his family continued to reside thereon until in the year 1833 when
he removed west of the Mississippi and as affiant was informed started back to
Mo and on his return died in the State of Kentucky in the year 1835.
Sworn to and subscribed before me this 23d January 1839.

his
Richard [illegible] Hinson
mark

Thos. W. Wilson J.P.

Wm Bowring &
Deputation

Wm Bowring &
Deputation
to Dominican
Republic

State of Georgia } This day personally came William Boling
Bradley County } of said County & before me Thomas Wilson
One of the Com. & after being sworn according to Law deposeth and saith
he was acquainted with Alexander McDaniel who for many years lived on Hollida river
in Macon County & where James Brown now lives knows of his being there from the
year 1818 until the year 1822 when the whole country was ordered to move south
to the Indian country he became dissatisfied and enrolled for compensation &
was [illegible] & in company with deponent to the Arkansas where
he settled with that County Mercantile & the Choctaw Indian Trade deponent
understood he died in Kentucky deponent is acquainted with Polly Roper wife
of the [illegible] for many years of Elbert Roper Senr wife of
James Roper which acquaintance does mean a certain time they were children
[illegible] was raised by Alexander McDaniel a native of the State
of [illegible] & married & to his daughter Jane & resided in
Macon Co. Ten years & day of May 1836 Wm Boling
Jno W McWilson
Comm

State of North Carolina } This day personally came Charles
Macon County } Ward a Native before me Thomas
Wheeler one of the acting Justices of the peace in and for said
County after being sworn according to Law deposeth and saith he
was acquainted with Alexander Mc Daniel (a native) who formerly
lived on Nottaly River at a place called by the Cherokees
Nottaly now occupied by Amos Brown. Said
Mc Daniel enrolled for emigration in the year of 1835
and the year following emigrated to Arkansaw in Company
with deponent after his arrival there he became dispatisfied
with that Country as well as deponent and in the month of
August 1835 started back to the Cherokee nation East where
they had removed from on their way in the State of
Kentucky said Mc Daniel died of a fever and deponent
assisted to bury him. Further states he was acquainted
said Mc Daniels family from his earliest remembrance Nancy
Hicks wife of Lewis Raper, Polly wife of Jesse Raper &
Susan wife of James Raper were raised by said Mc Daniel
and reputed to be his Children sworn to and subs-
cribed before me this 1 day of May 1838

his
Charles X Ward
mark

(Dillard)

North Carolina } I John Hale Clerk of the Court of Pleas
Macon County } & quarter Sessions for the County of Macon
aforesaid, do hereby Certify, that Drury Mosby
(who has been for some years appointed) an acting
Justice of the peace in and for the County of Macon
aforesaid, and that due faith and credit is, and
ought to be attached to all his Signatures as such.
In testimony of which I have set my name as
Clerk aforesaid, and have affixed the public seal of my
office, at office the 3 day of May 1838

John Hale Clk

16 –

Charles Ward

Deposition

A McDaniels

Assumption

William H Thomas of NC
prepared the evidence and attended
to the claim of Alexander Mc
Daniel heirs to compensation
for a reservation taken under the
treaties of 1817 & 19 - provided for by
the treaty of 1835 - before the board
of Choctaw commissioners acting un-
der that treaty - I have examined the
arguments and evidence filed in the
case which are in said Thomas'
hand write

[illegible]

Washington County, Miss'pi ss.

Sworn statement taken & subscribed
before me this 12th day of June 1841.

[illegible]

Preston Nanulls
deposition in the case
of W. H. Thomas against
McDaniels Heirs —

Athens Tennessee
15th January 1839

This day personally Came Dillard Love of Macon County Ala before me Thomas W. Wilson one of the U S Commissioners who after Sworn according to law deposith and saith in the year 1817 or 18 (as well as deponent recollects) he was at the house of Alexander Mc. Daniel a Cherokee who was then the head of a Cherokee family and occupied an improvement On Ocalla river in the Cherokee Nation within the Chartered limits of Ala a short distance above where Thomas Roper then resided. Deponent was again at the house of said Mc. Daniel in the year 1823 and he and his family continued to occupy the same improvement, they did when he was previously there in 1817. or 18.

Sworn to and Subscribed before me the day and date above written

(Dillard Love

Sworn to and subscribed before me this 15th January 1839

Th. W. Wilson Commr.

27-

Dillard Lowe's

Deposition

In the case of the heirs of

Alexander M.c Daniel

Received of Hugh Montgomery United States
agent Three dollars and Thirty seven ½ Cts
in part of the price of My improvement
which I have abandoned in the Cherokee
nation east of the Mississippi This 15th
day June 1829

Witness
Wm B. Smith

Signed duplicate
Alex. McDaniel
Clerk

Received of Hugh Montgomery United States
agent Three ~~Dollars~~ and Thirty seven ½
Cents in part of the price of my improve-
ment which I have abandoned in the
Cherokee nation east of the Mississippi
This 15th June 1829

Wm B. Smith

Signed duplicate
Test
Alex. McDaniel
Clerk

No

Alexander Mc Evans
Receipt for part of
the price of his
instrument

$3-34/100

NAR, DAVID

4 111

Reservation.

Heirs of D. McNair

N° 101.

Allowed

Copy

David McNair having connected himself with the Cherokee Nation by honorable marriage with a Cherokee woman, and having entered his name for a reservation of land conformably to the stipulations of a Treaty concluded between the United States and the Cherokee nation On the 8th day of July 1817 on which reservation he is entitled to hold in right of his wife. His claim to the said reservation is acknowledged. And at the same time he will consider himself amenable to the laws of the United States and still under their protection.

Given under my hand
And the Seal of the
Cherokee Agency the
30th of November 1818

Return J. Meigs

Commissioners office
12th Oct. 1837

I do Certify the above is a true copy of the Original Certificate to David McNair dec'd. the orejinal whereof I have delivered to Lewis McConnell.

John Ridge
One of the Chiefs

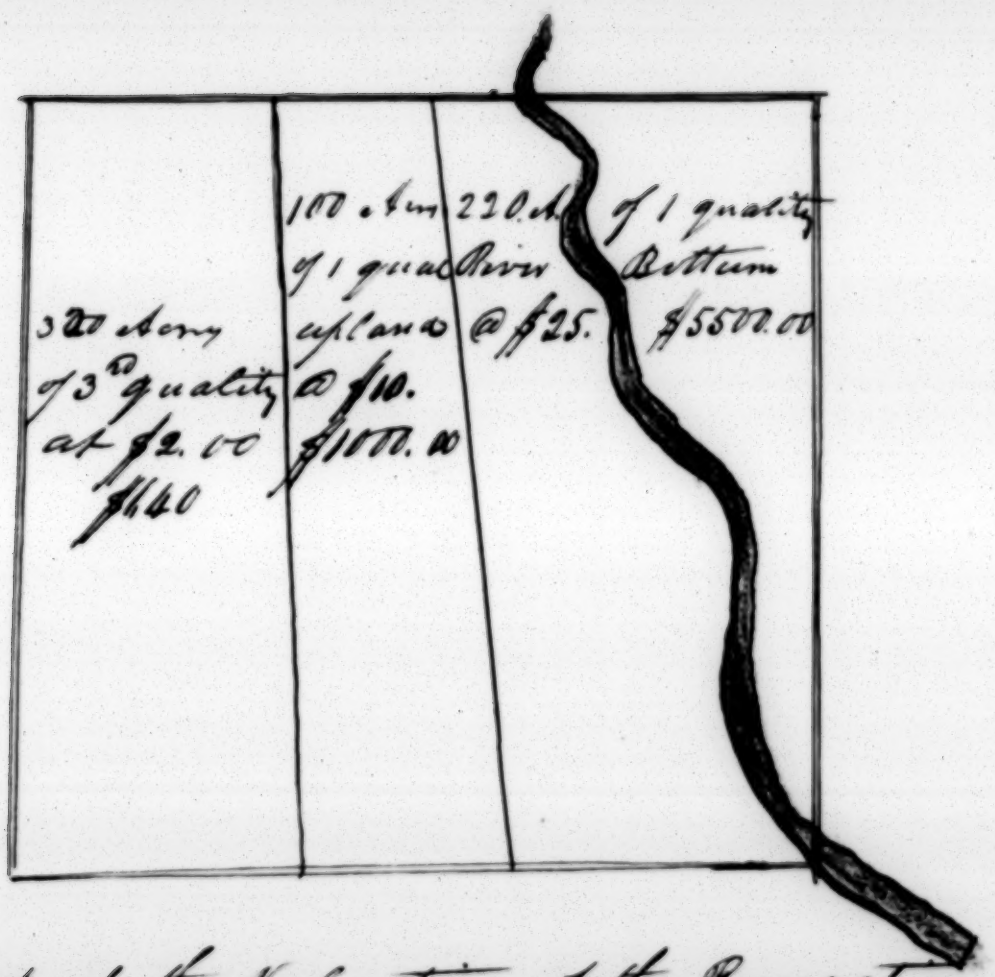
Copy of Record

M'Innis Sec.P. reserva-

tion Certificate

Febry — 1839.

The Heirs of David McNair dec'd
Reservation on Conasoga
River near the Federal Road
Bradley County Tennessee —



Amount of the Valuation of the Reservation
of 640. acres $7140.00

Given under our hands this 25 day of
February 1839

James A. Weir
Dillard Love
Valuing Agents

Heirs of
David McNair
Reservation
of 640 Acres in
Bradley Cty Tenn

The Commissioners, who act under the 17. article of the treaty of Dec. 1835 with the Chickasaws, awarded to the heirs of David W. Neal, for a reservation claim, ——— ——— $7. 140. — 00 —

The reservation was claimed by David W. Neal in right of his wife, a Chickasaw woman, by name Jane, a white man. —

An article of agreement was made on 10. Nov. 1836, between Sibbia A. W. Neal, (the other right to reservation was taken by her late husband,) and Nicholas S. Peck, by which the said Peck was to receive for his services, trouble and expenses, ten per cent. out of the money allowed for said claim, and if said reservation claim should be sent to Washington for final decision, N. Peck was to receive 12½ per cent of said money — the payment of which Mrs. W. Neal bound herself.

Mr. Peck presented his claim & the Comm.rs fee 12½ per cent. being $66.50 — and the Board, (Messrs. Pitchlynn and Leflore sitting the attorney for Mr. has examined the written account of Nicholas S. Peck, Attn., and is satisfied from the proof and his own knowledge he performed the services charged; rejects his interest and charge unreasonable, and hereby allows and adjudges him the amount of Eight hundred and eighty seven dollars and fifty cents — the sum charged the first part of the money adjudged to the said claimants. Feb. 26th 1839 —

The Attorney General is consulted by the Board provided by the said treaty that he shall act under the provisions of the 9. 10. article of the treaty as applicable to the case of a person [redacted] at the time of making at the date of the treaty, but who has since died as an attorney of the heirs for the recovery of the claim, and has left the same in question adjudged to him as a

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proper compensation for his activity - but he was of opinion, that if the person presenting the claim was a duly constituted attorney of the Indian, with authority to prosecute and receive the claim, and the Department is satisfied that the contract between him and his principal is just & fair & just compensation for services rendered, in such a case he has an interest in the fund which the Department ought to recognize, and it should not be by paying over the amount to the Indian, subject him to the probable danger of loss, and the certainty of much expense and delay."

In answering the second point proposed whether the Covenant and Act be executed in paying to Indians in person or whether they must be paid to persons who produce powers of attorney for them," I refer to the first branch of the opinion - and add - I beg leave to observe that I consider the remarks I have made, in reply to your first inquiry, as equally applicable to these cases, for certainly where an attorney has performed an important service, collected the evidence, and been instrumental in securing a claim which might otherwise have been lost; and where this has been done under the stipulation, or with a bona fide understanding that he was to receive the amount so that he was entitled directly from the United States, he has an interest in the fund, which the principal himself could not revoke, and which the Department is bound to recognize"

Mr Polk's claim was considered in reference to the several papers produced. The investigation was substantially such as I made an agreement to pay 10 per cent or 12½ if the case came to Washington - The Certificate attached to their claim is such had no validity it was a false certificate by those who must have known best, that the services never rendered, and that their value was $887.50 -

As to the 2nd I could not agree with them. The case came to Washington, as it manifestly must, but not in the sense of the agreement - no services of any kind were rendered here - and I was of opinion 10 per cent only should be allowed - or $71.14 - which was paid to Mr Polk's attorney in fact, Mr H. Thomas -

2d April 1841 -

Wm Medill

For Mr D Vann. or

David McVair

Claim

MERRILL, NANCY + BENJAMIN

MERRILL, BENJAMIN & NANCY
(RESERVATION CLAIM)

See

SPECIAL FILE # 146
[M574, Roll 30 d]

OONEWAST 7th

No. 5.

Reservation

The Heirs of

Onwastah

No. 22

Disallowed.

Petition
One. Wm. Tabb. Heirs
Reserve. Claim -

Disallowed
No 76

Decree written up.

Same Objection as
Board Work. —
Petition & Affidavits

In dean Cheula or Dead Works swears that the several matters and things by him above set forth which he states to be of his own knowledge he knows to be true and those not of his knowledge as stated he believes to be true 13th September 1837—

John Moore JP

Cheula her × or mark Dead Works

Macon Cty North Carolina

I John Moore a Justice of the Peace for said County and State do hereby Certify that Cheula or Dead works was duly sworn to and subscribed to the foregoing Affidavit before me this 13th day of September 1837 In testimony whereof I have hereto set my hand and seal.

John Moore J.P. Cty

State of North Carolina } To the honorable the Commissioners for
Macon County } Settling Claims under the Treaties
made between the Cherokee Nation of Indians and the United
States I Chcala or Dead wood the only surviving heir and
Legal representative of Oo ne wa tah Respectfully petition
and memorialize Your Honors that he thinks and is advised
and believes he is intitled to pay for a certain Reservation
under the following Circumstances (to wit) that in the
year 1817 Oo ne wa tah now dec? being then the head of an
Indian family a Cherokee residing on the ceaded Treaty
entered his name for a Reservation lying on Calaqua
in the County of Macon State of North Carolina that Oo ne wa tah
entered his name for a Reservation in the office of the In-
dian Agent R S Meiggs that he Oo ne wa tah and his
family were at the time and for twelve months before
that time residing on said Reservation and Continued
to reside thereon Until October 1819 or in the Spring of
1820. that before Oo ne wa tah removed from the said Reservation
that a white man by the name of Angus McDaniel a Citizen
of the State of North Carolina took possession of the dwelling
house and all the cleared land on said Reservation
and forced by Threats and Violence to leave his reservation
the white population has and was generally settling of the County
by Threats and Violence occupying the Indian reservations
as if the reserves had no title and that the white population
by force Violence and Threats Intimidated Oo ne wa tah so
that he had to forsake his possession on his reservation
that the said Oo ne wa tah is dead that he did not sell or
convey his reservation by deed or otherwise and your
petitioner is informed and believes that he is intitled to the
Value of said reservation your petitioner prays that after
considering the premises adjudged him to be paid for said
reservation whatever sum of Money he is or may be intitled
to under existing Treaties &c and he will ever pray &c

Chcala his X or mark Dead wood (Seal)

John Moore J P

Chinla, or Dead Works
Son of One. Wastah,
versus
The the United States.

} Claim for compensation for a reservation.

Claimant protests against the decision of the Hon. Board of Commrs in this Cause, because,

1. The Commissioners have determined, that Os, ne, Wastah the life interest Reserve voluntarily removed from the Reservation, whereas the Weight of testimony Clearly proves, that he was forcibly expelled by either or Mr Leavitt, white men, or by both, and the decree is therefore erroneous.

2 The Commissioners have determined, that Os, ne, Wastah removed before the 1st day of Janry 1820, but the Weight of testimony is, that he did not remove until the year 1820 or 1821. And the decree on that point is therefore erroneous.

3. The Commissioners have in this Case determined that it was indispensible, that the life Estate Reserve Done, was, Tah should have been residing on the reservation On the 1st day of Janry 1820 which Claimant insists is an arbitrary Construction of the 8th art of the Treaty of 1817 as no particular day

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is designated in the treaty when the life estate reserved the
shall be located on the reserve, at all hazards. - Such a il
Construction making it indispensible at all events for in
the Reserves, to be residing on the reservation would C.
be attended with the most flagrant injustice and a
Want of good faith on the part of the U. States,
as by the 4th art. of the treaty of 1817 the U. States
Stipulated to prevent intrusion until the 1st day
of Jany 1820 which was not done, but it is a
fact of public notoriety, that the whole ceded
territory was before the 1st day of 1820 overspread
by Citizens of the U. States intending thereon, and
whose first object was to obtain possession of the best inde
= ans improvements by expelling the Indians therefrom -
The Comrs therefore in determining a construction on
this 1st day of Jany 1820 indispensible alone in error
And their Decision oppressive upon Claimant, -

4th Claimant presents himself as an Original Reserve fee
simple Devisee by purchase and act by present from his
Ancestor under the treaty of 1817. That his right under
the 8th art of the treaty of 1817 was a vested right, &
not encumbered with any Condition. And the forfeiture
of the Ancestor, if in fact any Could not prejudice Claim
= ants right, or divest his vested Estate in the reversion but
upon removal, if there was such of the head of the
family, the right, not the reservation of him Commencing

the wrong, was by the treaty to revert to the United States. So in illustration of this point the 1st 2d & 3d Commrs of Portland in the Case of Philips Children vs The U. States and of D. W. Ross' Children vs The United States. See also Alls Genl's letter of instructions to Commrs on this point. Nº 3 last page.

For the foregoing and other errors appearant from the proof on the face of the decree Claimants protest against the same as being erroneous, and in derogation and denial of Claimants just rights under the Treaty of 1833-6. And pray that upon a review of the Case by the proper Dept. said decree may be reversed, and Claimants just rights awarded him.

Feby 1839.

John F. Gillespy Alls for the Claimants

John Moore Esq^rs

affedavit: in cafe of

of Executor — Heir bleeds

REPRODUCED AT THE NATIONAL ARCHIVES

State of North Carolina } This day personally appeared
Macon County } before me R Morgan One of
the Acting Justices of the Peace for said County
John Stone And after being duely sworn deposeth
And saith that he moved from the County of Rutherford
North Carolina to this Macon County in the Month of
December 1819 And that he landed on a Creek of said
County by the name of Cataugeyah And that he heard
a stranger got a white man by the name of Augustus
McDaniel to give him the Possession of an Indians
Improvement by the name of Oo ne wa tah the
Place whereon as I understood the said Indian Oo nee-
tah took his Reservation as there was a very consider-
able Contentions about Indian Reservations in said
County And that he gave A McDaniel a small
trifle for said Improvement and about sixty
Bushils of Corn which was Cribed by the Side of the
Cabin of said Oo ne wa tah And was the Property
as I understood of the said Indian Oone was take
who afterwards came to me and wanted Pay for his
Property which I had made use of And was still
in the Possession of his Improvement; I then went
to McDaniel And Forced him to pay the old Indian
for his Corn which he McDaniel told me as his
Property And I do know from the many threats
Violence And Force that the Indian Oone was take
was Forced to leave his Possessions where he had taken
his Reservation on Cataugeyah; And I do know that
the said Indian Oone was take was never able to
regain his Possessions where he had taken his
Reservation And I do Further know that almost
in every case where the Indians was able to keep
their Possessions Untill they could get to see a Lawyer
they contended in Law for their Reservations and
their Main Lawyer was Joseph Wilson Dec'd and the
Brother of one of Your Honors. And when the said
Indian Oone was take came to me and made Complaint
how he Augustus McDaniel had treated him

I got the
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Indian
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I got the said Indian one even take and McDaniel together he McDaniel did not give the old man more than Eight Dollars for his corn the old Indian not geting any thing for his Improvements the old Indian still wanted his improvements or pay for it but the old Indian did not get either but has to put himself off to the Indian nation and further I do say on taken possession of said Cabin that the Certificate for said Improvement was standing against the Coach of said Cabin

Sworn to and before me this 24 day of February 1838

Allorgan [seal]

Sam Saunders [seal]

State of North Carolina }
Macon County — } I Samuel Saunders a Justice of the peace for said County do hereby certify that John Moreland has made the above affedavit was for a number of years a Justice of the Peace and Chairman of the County Court of Macon that his reputation for truth is of the first respectability that I have full faith in the truth of his statement as made above for full faith and credit ought to be given to his statements on oath - In testimony whereof I have hereunto set my hand and seal as Justice of the peace this 9th March 1838

Sam Saunders [seal]

Owners Statement

Reservation Claim

J. F. Ulmet

— Apt.

Gideon J Morris maketh oath that he was acquainted with Onewattah a Cherokee Indian under the treaties of 1817 & 1819 that he resided on Hiwassee River Cherokee Co now Franklin Co N.C. at the date of said treaties & continued his residence there until he was removed in the year 1820 and until he was objected by force thereupon as affiant understood - The reservation was sold and appropriated by the State of N. Carolina in the fall of 1820 and has ever since been held by the purchasers from the State of N.C. and those holding under the title of the State of N Carolina - affiant never heard of Onewattah claiming and occupying said reservation or any part of it.

G J Morris

Sworn to and subscribed before me this 25th Jan 1839

James Liddell
Commissr

Brief. Does not take to Chula's Reservation claim. Petition alleges that Chilula is the only surviving Child of the Reserve. - that in 1817 One was the head of an Indian family - resided on the said Territory - entered for a reserve or Cattagaya in Macon County N.C. - that he was at the time he entered and had run for 12 months before residing on the place he entered - that he resided thereon until the fall of 1819 or the Spring of 1820 when a white man by the name of Augustus McDaniel took possession of his Dwelling House and all the cleared land and forced Reserve by threats and menaces to remove - that the whites were settling the country. And by threats of intimidated Conowadah so that he was compelled to leave his reserve - that Chel-was-tah is dead - that he had not settled Augs. Compensation - Certificate of Registry proves that Conowadah entered at Cattagaya Creek 19th Sept 1819.

John Mann proves that in Dec 1819 he got a white man Augustus McDaniel to give him possession Reserve improvement on his reservation at Cattagaya Creek. Then was much Contention about Indian reservations and Witness got the improvement from McDaniel for a Rifle and also got from him 60 Bushels of Corn was to have one Quarter of Reserve Cabin. Witness forced McDaniel to pay Reserve for his Corn. Knows that Conowadah was forced by threats to remove, and was never afterwards able to recover possession. that he never rec'd any pay for his reserve. X

Gilly's Affy

Chula was also a reserve as appears from the Registry under the treaty of 1817 - 1819 J. F. G.

Brief
Oorewaltrh.
Lan. Chuba -
Reservation Claim -

OTTER OR CHEVH

Reservation.

Otter, or Chair

No. 140

Otters Petition

Restoration Claim.

Sea otter, water Mission Carey

To the Hon Cherokee Commissioners under the Cherokee treaty of 1835-6. Setting to adjudicate claims.

Your petitioner an Native Cherokee represents to your honors, that being the head of a Cherokee family and residing on the East of the Mississippi River in the Cherokee nation and having an improvement or sweet potato Creek in what is now Monroe County in the State of Tennessee at the Big Spring where Philadelphia now is situated he agreeable his name for a reservation with the Cherokee agent, on the 17th day of August 1819 for the place where he then resided at the head of said Spring. that he continued to reside on said reservation until after the same was appropriated under the authority of the laws of Tennessee by survey for sale by the State, and until he was compelled to remove therefrom by the threats menaces and violence of the white people. that his said reservation was sold at the land sales in 1820 Regardless your petitioners right under the Cherokee treaties of 1817 & 1819 under which he registered. and the same taken possession of ever since by the purchasers at said sales or those claiming under them, and your petitioner has never since been able to recover possession of said reservation or any part but has been forcibly kept out of possession by the authority of the laws of Tennessee. - He is advised that under the treaty of 1835-6. he is entitled to the value of said reservation as unimproved land and prays that the same

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may be adjudged him by your honors thereby re-
= linquishing to the U. States all right title or
claim to said reservation upon Condition the value
thereof shall be awarded him - He avers his said
reservation as unimproved land is worth
dollars per acre as appears by the proof on file

Atty
By his Atto Jn H Gillaspy

Otis's Address

Claim_

Path Killers

Alex Aldridge's

Lapsed

Cherokee Agency East

Polly Keller and Aley Ulrich make oath that they were well acquainted with Otter, a Native Cherokee and resided at and before the Cherokee treaty of 1817 He was then the head of a Cherokee family leaving a wife and children. and resided on Sweet water Creek at a large Spring where Philadelphia now stands in which is now Monroe County Tennessee and on the territory ceded by the treaties of 1817 & 1819, and had an improvement at the place where he resided. At which place affiants understood he applied for a reservation under the treaties of 1817 & 1819. He continued to reside on his reservation until after the land was surveyed to be sold by the State of Tennessee, - when no regard was paid by the Surveyor to his reservation but the same was surveyed and afterwards sold by the State, Otter remained in possession of the above after it had been declared by the Surveyor to be sold until he was compelled to remove by the white people. who burnt down his house and forced him to remove And affiant Aley Eldridge well remembers, that shortly after the house was burnt. her husband Taylor Eldridge had a fight with the white people in one of them; taking possession

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of Others pleasure, the being the ground of Others, and attempting to deprive them holding possessions. Affiants are well acquainted with aforesaid tract of land, they know the land is very valuable but are unable to give any price for it. Affiants lived in the neighborhood of the aforesaid tract never heard of Other selling or conveying or otherwise disposing of said tract or any part of it.

Sworn to and subscribed before me this 12th July 1838

Patk Keller his + mark

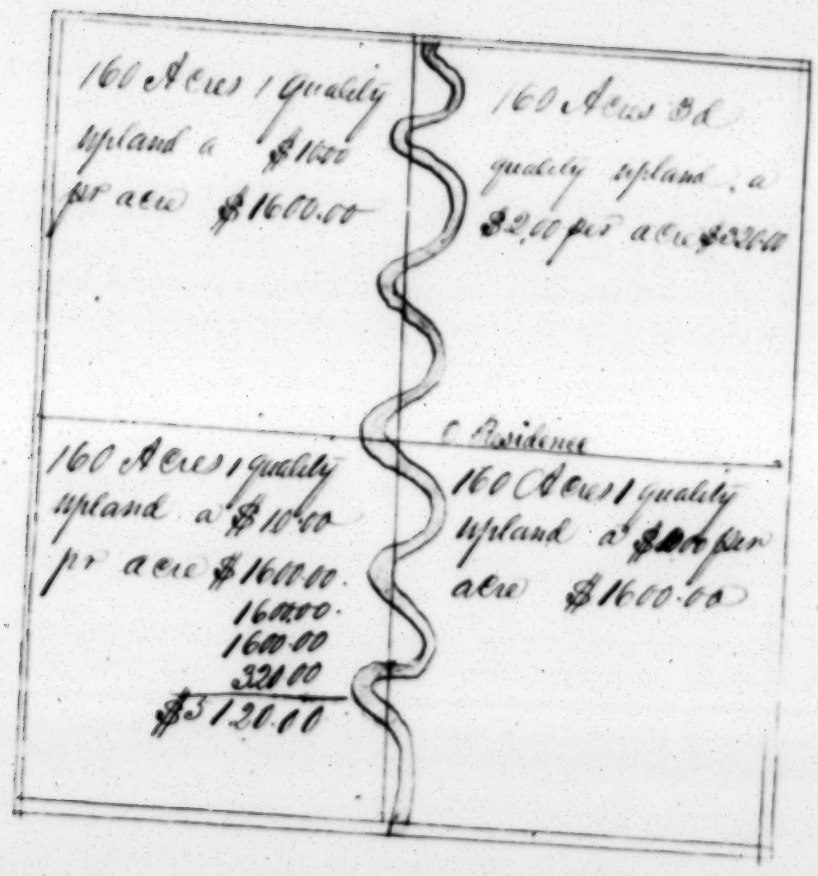
Jeremy Liscomb
Commissioner

Mary Chrisp her + mark

Order of Church
Reservation
Sweet water Creek
Monroe County Ga.
No 6.

Cherokee Orders, reservation January 1839.
joining J. Eldridges Reservation on Sweet water Creek
Monroe County Tennessee

J. M. McMillin
James A. Hall
Valuing Agents



From all of which it appears that Otto was entitled to take a reservation under the provisions of the Treaty of 1819 and to locate it where he did. and the commissioners are of opinion that the testimony shows that he did on his part endeavour as far as it was practicable for him to do. to comply with the stipulations of the treaty under which he took his reservation by continuing his residence with his family thereon and that his removal therefrom was involuntary.

And that the Legislature of the State of Tennessee at its session in 1819 did by a law then enacted Authorize the Survey and Sale of the lands included in the said Reservation regardless of the right of Otto to his Reservation And in denial and derogation of the same

It is therefore the opinion of the Commissioners That the said Otto is entitled to compensation for his Reservation to the value thereof as unimproved lands under the 3rd article of the Treaty of 1835 & 6 and the same having been ascertained by Joseph M. McMillan and James A Hair agents appointed for that purpose to be the sum of $5120.00

It is ordered and adjudged That the said Otto is entitled to receive the same from the Govt of U. States as full compensation as aforesaid

Jh W Allen Sec

March 19th 1839. the Commrs

Others Reservations

Cherokee agency East

Archibald Pathkiller makes oath, that he was acquainted with Ather, sometimes called Che,ah a native Cherokee who took a reservation as appears endorsed under the Cherokee treaties of 1817 and 1819 at the place where he then resided and had an improvement at a large Spring which Philadelphia now stands in Monroe County Tenn.. Ather was residing on the reservation at the date of said treaties and until the year of the ensuing October when he was compelled to be sold by the State of Tennessee and until he was compelled to abandon his reservation by the threats menaces and violence of the white people, who expelled him and took possession of his reservation as affiant believes he continued in possession until after the 27th day of September 1830, - affiant recollects, that a white man by the name of Rose and others wished to take possession and Jesse Eldridge, who was assisting Ather to hold possession had a fight, as the reservation, after the land had been surveyed. Ather never sold or conveyed or disposed of his reserve or any part of it, to the knowledge of affiant.

Sworn to and subscribed before me this 20th July 1838.

Archibald his X Pathkiller mark

Jno Henderson
Com

Otter Claim for compensation for a reservation
vs) by him taken under the Treaty of 1819 and
U. States) Located on the Territory ceded thereby

In this case it appears that Otter or Native as he is as the head of an indian family Register his name in the Office of the United States agent for the Cherokees on the 17th day of August 1819 and located the same on Sweet Water Creek adjoining Taylor Elding which is declared in the Territory surrendered to the U. States by the Treaty of 1819

It further appears from the testimony of Pope Elding that Otter Resided on the Claim taken by him as a reservation many years previous to the date of the Treaty under which he took it. and that after Otter had taken his Reservation two Whitemen named Catlett moved upon and built a house near Otters Residence, and then threatened to shoot Otter if he did not leave. and to compell him to remove burnt down the house of Otter, when Otter applyed to the U. States Troops for protection who dispersed the Castets and put Otter in possession and that Otter built another house in which he was living when the Castets returned and drove him off and retook possession — Joseph Parks a witness in the same case states about the same facts and further that Otter was living in a camp on the reservation in the Summer of 1820 and that he had before and after been compelled by the White people to take shelter under

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Taylor Eldridge who resided on an adjoining reservation
Arch Pathkiller testifies to the same facts and
believes that Otter kept possession until first of March
1820 and was afterwards kept out by force of
White people — Aley Eldridge swears that to all
the foregoing facts and states that Otter held
possession until the land was returned off for
sale by under the laws of Tennessee — John Car
Michael testifies that Otter was living on the
reservation a short time previous to the Land sales
and after the Survey — William Park a witness
in the case corroborates all the foregoing statement

Saml Gammett testifies that he removed
into the Country and within two or three miles of the
Reservation in the Spring of 1819 and that he thinks
Otter was then living on Taylor Eldridge Reservation
and does not recollect of Otters residing afterwards
on his own reservation - he does not know of the
burning of Otters Cabbin but heard a flying report
about it — Henry Chesnut swears that he moved
into the neighborhood of Otters Reservation in the
Spring of 1820 and became acquainted with
Otter and that Otter was then living on the
Reservation the house burning had been done
before he moved there, but heard it frequently
spoken of — W B. Lenoir certifies that in the
Month of March 1820 Otter was living on Taylor
Eldridges Reservation. That at the Land Sales
he became a purchaser of a part of the Land and

ever heard until some time thereafter that Otter claimed it as a Reservation. he knows nothing of the house burning but from report— As man by the name of Gestert was living on it at the time

Atty Reservation
Claim

Testimony of
Richard Taylor

This Testimony came in the
day after the decision of the
Case and being wholly
contradicted by all the
other testimony of file in
the case cannot be ad-
mitted

4th March 1839
James Liddell
Commissr

The witness must be mis-
taken in this case. There
nothing or perhaps no
part or circumstance about
which ever one testifies
to be more mistaken
than him. He seems to
remember nothing as to any
other part. Never heard
decision was had here before
March 19th 1839 JH Miller

State of Tennessee
Maury County } The day personally
appeared before me Nathan Nelson one
of the Justices of the Peace for said
County Richardson Maytard and being duly sworn the Truth
to speak
and Being asked questions first
Question 1st
In what year did you settle on the Stewarts
Clarinet
Answer
In the year 1818
Question 2d
Were you personally acquainted
with a Chief Indian named Otter
or Chas
Answer I was
Question 3d
When did Otter or Chas live on the
Years 1819 and 1820
Answer
Otter or Chas lived on Both the years
1819 and 1820 on the waters of Pond Fork
about a North course from Ft. Town
of Philadelphia about five

miles from said town and
about one mile from the River Dennis
on said Pond Creek Valley
Question 4th
At what time did Otis or Shaw
Move to Eldridges Reserve
Answer
I do not Know but think
in the year 1820
Question 5
Do you know of Otis or Shaw
taking a Reservation between
Eldridges and where Philadelphia
now Stands
Answer I never heard of him
Taking a Reservation any
Place
Question 6th
do you know what made Shaw
or Otis Move
Answer
I do not but think he moved of
his own accord

Question 7th
Do you know any thing about Otter
or Shaw Have being burned
Answer I do not

Question 8th
Do you know of Otter or Shaw
Sold his land Cleared or
any part there of
Answer
I do not
And further this defendant saith
Not
his
Richard + Hayton
mark

Sworn to and Subscribed
before me this 2d day
of March 1839

W. Nelson J.P.
for said County

Otter Reservation
Claim,

Testimony of

James Martin

This affidavit has no date to day and after the decision of the case but does not affect the case in any material point. Otter took his reservation in Aug. 1819 and may then have settled it

4th March 1834

James Liddell
Commissr

This witness seems to remember but little. he does not believe that Otter took a Reservation at all but he is not sure for the Confederate Reservation & the Head Rivers he does believe and the 17th August 1819

Question by the Do you know what made
Said Defendant Alex more afraid
than any force used by the white to
make him more
Answer Heard of no force but
threats he heard of his own free
will and further the Deponent Saith
not

James Martin

Sworn to and Subscribed
before me this 1st Day of
March 1839

M. Alston a Justice
of the Peace for said
County of Muscogee

Justices fee $1.00

State of Tennessee
Monroe County } This day personally
appeared before me Matthew Adams one
of the Justices of the Peace for said County
Sammy Marston and being first sworn
was asked in what year did you move to
the Tennessee Settlement
Answer 10th January 1819
Question Did you ever personally acquainted
with a Chickasaw Indian named Otlow or
Otlow
Answer I was
Question When did said Indian live in said
Answer Otlow the said Chickasaw lived on the
Big muddy Creek both the winter and
Summer of the year 1819 on Pond Creek
Valley
Question 2d do you know any thing of
said Indian Otlow Taking a Reservation
Answer He never took a Reservation
any where to my knowledge
Question 3d do you know when and
Indian lived on the latter part of the
year 1819 & beginning of 1820
Answer I do not

Allen's Reservation
Claim
Testimony of
Lewis Davis

This testimony handed in after decision of the case but if it had been before the Board would not have effected the case, Allen may still have residence on his reservation after registration which was all the treaty required

Jamy Liddell
Commissr

This testimony does not Convince me that Allen did not take a Reservation or that he did not live on the same as was his practice as Shawnee Agent Sept 19th 1839
Harrison

State of Tennessee
Monroe County } This day personally appeared
before me Hallum Nelson a Justice of the
Peace for said county Lewis Davis and
being duly sworn the Truth to speak
was asked question first
In what year did you move to the
Hiwassee District
Answer
In March 1819
Question 2d
Were you personally acquainted with
a Cherokee Indian named Alex or
Sawney
Answer
I have Resided by his Cabbin and
seen him several times
Question 3 when did Alex live on the
Hiwassee in 1819 and 1820
Answer
He lived on the waters of Paint Creek in
the year 1819 but do not Recollect in
~~the year~~ when he lived in the year
1820
Question 4th
Do you know of said Indian
taking Renumerations Claiming on

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Q. or where the town of Philadelphia
stands
Answer
I have known no Resolution of
her taking a Resignation or Claiming
one any where
Question 5th
Do you know the Cause of Otter
Mooning away and of any force
was used by the Society to make
him move
Answer
I do not know the Cause of his moving
nor did I ever hear of the Society
using any force to make him move

Sworn to and Subscribed
before me this 1st day
of March 1839
Wm Nelson a Justice
of the Peace for said
County

Justice fee $1.00

his
Lewis X Davis
Mark

State of Tennessee } This day came before me Thomas Taylor an
Bradley County } acting justice of the peace in and for said
County Middleton Edmond of the County Valley Vann
a resident of said State and County that he settled in the Hiwassee
purchase in the year 1818 and being ask questions question
1 was you personally acquainted with a Cherokee man named
Chee hee a ners he was question 2 where did Chee hee live
in 1818 and 1819 on the water of Spring creek in the Spring Creek
Valley four or five miles north of Whitedaths question 3 state
do you know of Chiz taking a reservation between the mouth
of Spring Creek and Ishedillskee and at any time of Chiz taking a
claiming a reservation no where else in the Hiwassee purchase
question 4th do you know what caused Chiz to move away
was it for fear of the debts or did he move away of his own
accord answer I never heard of him being forced away
question 5th do you know of your own knowledge of his
house being burnt down and burnt at any time question 6th do you know
question 6th do you of Chiz ever selling a claim at any
part of it answers I do not Sworn to and subscribed
before me this 7 day of march 1837

Middleton Vann (o)

Thomas Taylor an
acting Justice of the peace

Etter, or Chain, or Cheaver Emigration

Claim Testimony of Mr. Jacob Grimmet.

16 July 1834.

Question: In what Year did you first remove and make a settlement in the Hiwassee District of Tennessee, being the territory ceded by the Cherokee Nation to the U States under the Treaties of 1814 & 1816.

Answer: In the Spring of 1819, I came into the Hiwassee District, and settled, cleared land & made a Crop in what is now Monroe County, on the same land now owned and occupied by John Calloway, about two Miles South West of the Village of Philadelphia.

Question: Did you during your residence at the Place above spoken of, become acquainted with a Cherokee Man, called Etter or Chaser:

Answer: I formed no intimate acquaintance with Etter or Chaser, but knew him by sight; and on my frequent visits to Hawkins' Mill, also other places, I saw him occasionally during the Year, 1819.

Question: Where did Etter or Chaser, live or make his home, during your acquaintance with him:

Answer: He lived on what was called Hyco Etter

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-Bridge, Excavation on the branch between
white Marsh & Robert Cannon
now resides:

Question: Did after continue to live at the place Ques
last mentioned as long as he remain
-ed in the neighboring Country:

Answer: When he left that place, he removed be- Ans
-yond my acquaintance: I am of opin-
-ion he removed South of Horsshoe Point;
but where precisely I have no idea:

Question: Did you ever understand from After or Ques
any other person, in the Year 1819 or
1820: that after had Taken a Excavation
or Grant Water, any where in the neigh
-borhood of where Philadelphia now
Stands: Ans

Answer: I never had any such information from
him or any one else: that he had Taken
such Excavation at the time alluded Ques.
to:

Question: Do you know of your own knowledge
or from Reputation information, of
other hands in the Neighborhood being
thrown down & destroyed, and he thereby Ans
deprived of his Evidence: Ques

Answer: Of my own knowledge, I know nothing
of the matter: I heard some flying
Reports or rumors, that what I under

- Stood to be an unfinished Cabin of Otters some
- where in the neighborhood, or thereabouts
but after heard the Statement contradicted.

Question: Was after living on the Taylor Woodridge Reservation, between Martin's & Cranberry present Residences, during the Year, and at the time of the Hinrichs Land Sale.

Answer: At least, as to the time of the Land Sale I am not positive that he was then there living, but such is my impression.

Question: Did you ever understand from Otter or any other person, that he was induced to leave the Country on account of the bad Treatment of the whites, or threats of violence towards him.

Answer: I never did from him or any else, that he was badly treated or forced away by the whites.

Question: When did Taylor Woodridge give you information, that he intended to leave information for Otter in your neighborhood, was it before or since the Hinrichs Land Sales.

Answer: It was after the said Land Sales.

Question: Did you ever hear of Otter making sale of any Reservation in your neighborhood

Answer: I never did.

Question. Do you recollect, whether Otter or Bear, was living on Taylor Hendrix's Reservation, on the 1st January 1830.

Answer. Whether Otter was there at that precise time, my memory does not positively determine. but I am under the impression that he must have been living there at the time mentioned. Jas ⊠ Lyonmaker
his mark

State of Tennessee
Monroe County. } This 16th day of July 1839. personally came before me Matthew Nelson a Justice of peace for said county, Jacob Grimmett, who being duly sworn, declares that the foregoing answers to the Questions proposed are true & correct to the best of his knowledge & belief.

M. Nelson J.P.

I hereby certify that from intimate & long acquaintance with Mr. Jacob Grimmett, I would repose implicit confidence in the Truth & correctness of any statement he would make under oath.

M. Nelson J.P.

Letters Recommending Claim
Certified Statements of
Major Wm. B. Lewis.

William B. Senoir a citizen of Roane county State of Tennessee states that he was appointed a deputy Surveyor of the Hiwassee District and the seven Range East of the Meridian allotted to him; that about the first of March 1820 he commenced operation as surveyor in said District. That at that time an Indian called Chess whom he has also heard called Otter lived on Taylor Eldridges reservation now owned by Robert Cannon and Majr. John Martin. That he saw said Indian a number of times in the Spring & Summer of 1820, and that he got him to make leather leggins for his chair men & self. He also states that he was tolerably well acquainted with Taylor Eldridge. He further states that a man by the name of Castel lived at that time on Sweet water about three fourths of a mile from said Eldridges and about the same distance below Philadelphia, and he thinks from what he heard Castel say & from the looks of the timber on the ground he had cleared, that he had lived there not less than one nor more than three years. That at the Land sale in 1820 he, Senoir purchased a quarter section North of &

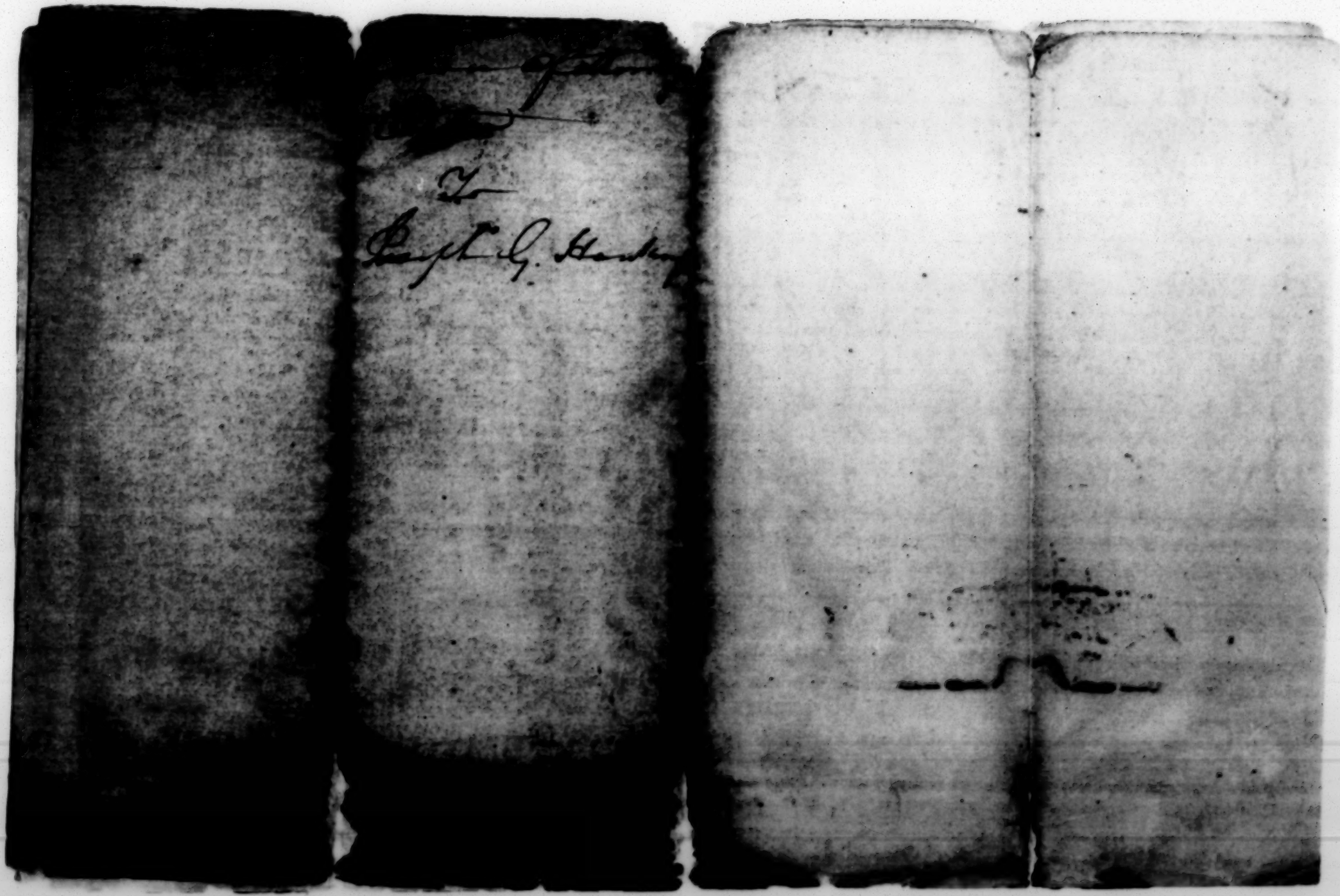
REPRODUCED AT THE NATIONAL ARCHIVES

joining the quarter on which Philadelphia stands, and also a fraction East of said quarter and joining Taylor Eldridges reservation. That said Castle lived on said Klaw one or two years after the land sale as said Senoir Tenant, during all which time the said Senoir had never heard that there was any reservation claimed on that place; or if he ever had heard it named it was in so slight away as to leave no impression on his mind that there was any adverse claim to his. Some years after 1820 he heard that Chew or Other had registered his name for a reservation where Castle had lived and that Joseph G. Hawkins had purchased it & threatened to sue for it. After hearing this Senoir said Hawkins, who stated that it was so. He, Hawkins stated as the principal ground on which he expected to recover; that Chew had in part put him up a cabbin on the land, but before it was finished it was destroyed in some way perhaps by fire, he thinks by some unknown person. Said Senoir states that to the best of his recollection he did not understand from said Hawkins or any other person that Chew ever lived on the land or made any advances

towards living on it after his cabbin was de-
stroyed. He does not know or recollect to have
heard in what year this took place. —
After hearing the grounds on which
he Chew or Hankins expected to gain the
land; He requested Hankins that if he ever
did intend to bring suit for the land
to do it before he had to make the last
payment to the State. Suit was shortly after
this commenced in Monroe county and
dismissed for the want of good security for
the prosecution.

To the truth of the foregoing statement
I am willing at any time to be qualified. Given under my hand this 16th
of February 1839.

Wm K Lemon



State of Tennessee } Personally appeared
Madison County } before me James
Clerk of the Co
of Madison aforesaid D. St. Clair one of
the subscribing witnesses to the within Power
Attorney and being first sworn deposeth
and saith that she is acquainted with
Otter the Complainant to the within power
of attorney and that he is acquainted
with his hand write and that
he was present when the said Otter signed
said Power of attorney and that he acknowledged
that he executed the said instrument
for the purposes therein Contained and
said witness also says he is acquainted
with William Otter the other subscribing
witness who is not now living. That
the said said witness signed the same at
the same time and he believes his
signature was in his own proper hand

Witness my hand and seal
of Office at Office in
Madisonville Nov 21st 1838.
James M Broyles Clerk

Know all men by these presents that I [illegible]
a Cherokee Indian and a native of the Cherokee
Nation of Indians formerly of which is now the Chero-
kee District in the State of Tennessee But now a citizen
of Arkansaw Territory for divers good causes and con-
siderations hereunto moving nominated constituted
and appointed Joseph M Hawkins of the County of Pope
and State of Tennessee my true and lawful [illegible] and
attorney in fact for me and in my name place and stead
to ask for demand and receive and receipt for [illegible]
that is or may be due me from the United States or in any
other way for or on account of a reservation of one
hundred and forty acres of land which I took as a Reservee
on Sweetwater Valley near where the town of Philadelphia
now stands on which is now the Tennessee District in the
State of Tennessee aforesaid which Reservation I took agreeably
to the laws of the United States and had the same Registered
at the Cherokee agency in agreement with the act of
Congress in such case made and provided And I do hereby
ratify and confirm and authorize my said attorney Joseph M Hawkins
to do all things in and about said reservation or the money
that may be allowed me for the same or for the recovery of
the Money on account of said Reservation and in fine all
and every thing about the securing & collecting for said money
and every other thing in and about said reservation that
that I could do were I personally present and to do all
things necessary in and about the premises and I do hereby
& ratify and confirm whatever my said attorney Joseph M
Hawkins aforesaid may lawfully do or cause to be done in and concerning
said reservation of land given under my hand & seal
this 5th day of [illegible] 1837

Test

[illegible]

[illegible]

his
attest [illegible]
mark

Others reserva-
tion Claim
Wm Parks
dep!

State of Tennessee } this day personally appeared before
Bradley County } me Isaac Dow an acting Justice
of the for said County William Parks and after
being known upon oath declars and says he is
acquainted with Alfred Allen or Aaron Allen
and that he lives near Philadelphia Monroe County
Ef Tennessee at a Spring near the Town of
Philadelphia, said Land now claimed by W.P. Lenoir
and that I moved in that country in the year
1819 and lived within three fourths of a mile
from the place above described and that I
lived in that county until he Alfred or Aaron was disposed
of his Improvement in the year 1820
and I believe that Alfred or Aaron lived on the place
above described in the Spring of 1820 and left
the same Spring and went to Taylor Blandfords
to live and I believe he Alfred or Aaron was
forced to leave his possession and I
believe he he put in a Location for a Reservation
on the Improvement where his house was built at
the place described above
and I believe it would have been one a mongst
the last Reservation in the Hiwassee District
I and further states that he never knew of Alfred
selling his claim to any person or transfering
the same away
Sworn to and subscribed this 21st day of
February 1839 William Parks

Jesse Dow

Justices of the peace

REPRODUCED AT THE NATIONAL ARCHIVES

I Jesse Sol do hereby Certify that
I am well acquainted with William
Sanders whose Name appears to
the foregoing Depositon and that
I would give full Credit to
this Statements on oath Given
under my hand and Seal this
21 of February - - - - 1832

Jesse Sol
Justice of the Peace

All Well

Parks

Edison

State of Tennessee
Bradly County

this day came Joseph Lamar before me Joseph Seaburn a Justice of Peace of said County and made oath to speak the truth as the law directs and being asked question 1st.

Question 1st Sir what year did you settle in the Hiwassee district of Tennessee
Answer I settled in the Hiwassee district of Tennessee in the year 1818.
Question 2nd have you personally acquainted with a cherokee man called Etter a Chair.
Answer I have.
Question 3d do you know where Etter a Chair died in the year 1st and 2d.
Answer he lived on the waters of Pond Knob in Pond Knob Valley about 3 miles S.E. of said town in the years 18.19.20.
Question 4th do you know of Chair0 taking a Reservation between Sailor Clarigo and where Phil adelphia now stands:
Answer he never did:
Question 5th do you know what induced Chair to move away was he compelled to leave Answer I do not know but believe he moved away of his own accord:

Question 6th do you know of your own knowledge
whether there is any truth in the story of Chairs
house being thrown down and burned or not
Answer I never heard of it.
Question 7th do you know of Chairs ever selling his
land Claim or any part of it.
Answer I never Knew of it.
And further this deponent Saith not
Sworn to and Subscribed by said
March 7th 1839
Joseph Seacam Joseph + his Claim
mark
Justice of the peace

Jacob Grimmett

Question 1st

Were you on the place called Attens Reservation during the years 1819 or 1820

Ans

I was not there as well as I recollect

Qest 2d

Did you see Atter during the year of 1819 or 1820 if you did say at what place

A I saw him twice once at Taylor Eldridges Reservation another time when he was hunting and I was going to mill

Q 3d

At what time did Taylor Eldridge threaten to take your land from and what was his reasons

A

Eldridge said that Attens Reservation included my place or run into it the time I do not recollect but it was after the land sales

Q

Were you intimately acquainted with the people in Attens Neighbourhood during the years 1819 & 20

A not very much

Jacob his X mark Grimmett

Otters Reservation

Claim

- Lyle Ellingson &
- Sec. Simmons &
- Lyons

Jesse Eldridge makes oath that he is well acquainted with the Otter a Cherokee Indian for the last thirty or forty years. that he took a reservation on Sweetwater under the treaty of 17 + 19 he was the head of an Indian family that Otter lived on the place when he took his Reservation for several years before Jackson treaty and continued to live on the same place until the Calhaun treaty of 1819 about that time a certain Caleb Castleal John Castleal a Man by the name of — Robnett came on the place of Otters and built a house or Cabin and Otter objected to their Coming on his place. the Castleals abused him very much and threatened to kill him if he did not leave, said that they would shoot him and finally burned down his house Otter was then advised by Taylor Eldridge to go down to where one Ephraim Walker lived until there would be some arrangements made by Government about the lands. Otter went to Walkers and staid a short time and applied to the troops to have the Castleals turned off the troops turned them off Otter then came back to his reservation and Called on Taylor Eldridge and myself to help him build an other house we went and helped him put up his house and Covered it. Otter Continued to reside on his

Reservation for some time [redacted] until the Castuls
Came back into the Country they Came back and
said that if he did not leave and go down into
the Cherokee Nation across Highwassee that they
would certainly kill him they then burned
down his house drove him off and also burned
his rails from around his field. After then Came
to Taylor Eldridge's and appeared very much hurt
that he could not get to live on his Reservation
said that it was his wish to stay on the place as
long as he lived. but was afraid that the Castuls
would kill him [redacted] After he Came to Taylor
Eldridges about February [redacted] Eighteen hundred and
Twenty one Said then some time found that
he could not get his place back and finally went
down to the Cherokee Nation his
Sworn to & Subscribed before me this 15th Feb 1839 Eldridge
mark
George Gotham
J. P. Cherokee Nation

I am personally acquainted with Mr
Isaac Eldridge and know him to be a man
of good Moral Character and is entitled
to Credit as such 15th February 1839
George Gotham

Deposition of
Jno Carmichael
in Otter's Case

State of Tennessee } Athens –
M'Minn County }

Personally appearing before me James Liddell

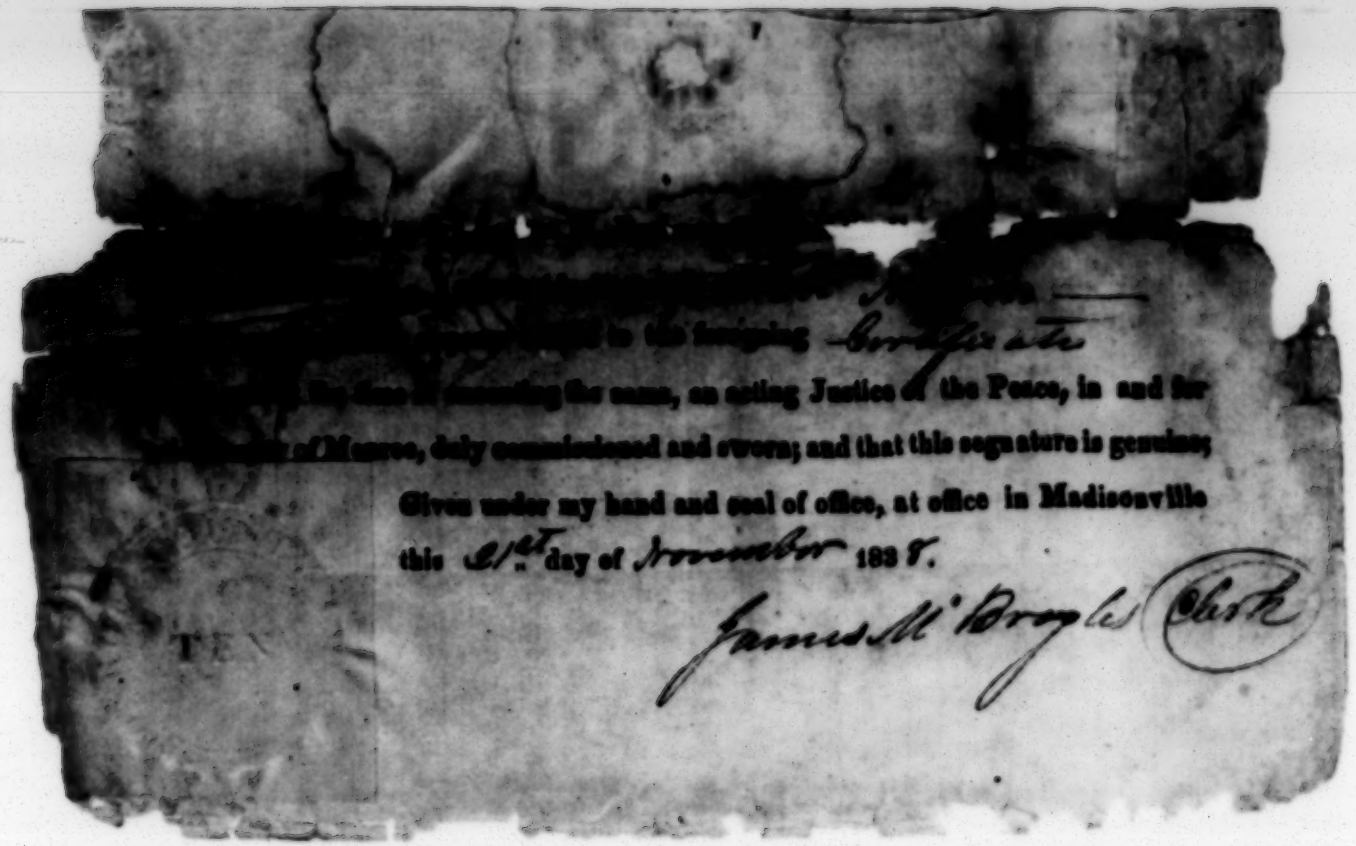
John Carmichal

and made oath that he was well acquainted with Chain. or Otter. a Cherokee Indian, he was called by both names. he was the head of an Indian family & resided on the lands ceded by the Treaty of 1819 about the year 1818 – Taylor Eldridge & Otter asked me to come to his place on Sweet Water & help build a Mill – I looked at the creek & mill seat, & finally took my wife to look at the place, & intended to rent out my land & go there & build a Mill on Otters place – but my wife was unwilling to go there & I gave it out – Otter built a log Cabin there & lived there untill a short time before the Land Sales – I think the Surveys was made before he left – I understood that the whites turned his head & drove him off. I passed the place shortly after the Land sales at Ruckersville & saw the Ashes & some of the brands of the house – & I have no doubt the whites drove him off the Land though I did not see them at it – There was a great deal of bad conduct on part of the White Intruders or Settlers towards the Indians – before the Land Sales, & Surveys & after wards. thought they would get occupants & therefore treated the Indians badly – & made every exertion to get the Indians dispossessed – I always understood Otter claimed a Reservation on his place the one I never saw his Certificate –
The whites said the Indians has sold their lands & have no right to Reservations

Sworn to & subscribed
before me this 2nd January 1839

John Carmichael

James Liddell
Commissioner



...to the foregoing Certificate
...the same, an acting Justice of the Peace, in and for
...of Monroe, duly commissioned and sworn; and that this signature is genuine;

Given under my hand and seal of office, at office in Madisonville
this 21st day of November 1837.

James M'Broyles Clerk

[illegible]

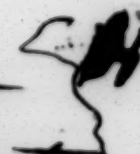
Henry Chesnutt
Depo in
Otter case

REPRODUCED AT THE NATIONAL ARCHIVES

State of Tennessee } Personally appeared
Monroe County } in open Court Henry
Chesnutt & made Oath that in the
Spring of 1820 he moved to the Up-
per District to the neighborhood of
Philadelphia on Little Tenn River —
That some time after he moved there
he got acquainted with a Cherokee
Indian called Otter or Chair —
That said Indian was then living at a
on Jay Eldridge's Reservation adjoining
the Village. that I understood Otter
claimed as his Reservation — I under-
stood that Easterts either threw down
or burned down the house of said Otter
When Easterts were then living on the
place claimed by Otter — See this took
place before I moved there — I am sure
that I moved there in the Spring before
the Land sales of the same year —

Sworn to & subscribed
in Open Court at a Circuit
Court held for Monroe County
Tenn in Sept — Jany 15. 1839

E. T. Williams C.C.



Augt 17. 1839. No. 249. Otter a Native
Great Water Creek, adjoining Taylor
Eldridge

Cherokee Agency Ealk
August 11. 1838.

I certify the above is a True Copy of
the registry of Otter for a reservation
Taken from the Registers of life
Estate Reservations in my office

Nath Smith
Supt Ch. Ems